



BID NO: COM121/2024

**APPOINTMENT OF SERVICE PROVIDER
FOR MAINTENANCE AND OPERATION OF
HAZYVIEW WASTE DISPOSAL SITE FOR
THE CITY OF MBOMBELA FOR A PERIOD
OF THIRTY SIX MONTHS**

**CLOSING DATE:
31 JANUARY 2025 AT 11:00**

NAME OF BIDDER: _____

SUPPLIER NO: MAAA _____



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**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF MBOMBELA					
BID NUMBER:	COM121/2024	CLOSING DATE:	31 JANUARY 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE AND OPERATION OF HAZYVIEW WASTE DISPOSAL SITE FOR THE CITY OF MBOMBELA FOR A PERIOD OF THIRTY SIX MONTHS				
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 1 Nel Street, Mbombela Civic Centre, next to the main BOX SITUATED AT entrance					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
DEPARTMENT			COMMUNITY SERVICES (SOLID WASTE MANAGEMENT)		
CONTACT PERSON			LESIBA MALULEKE		
TELEPHONE NUMBER			013 759 2239		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS AS PER INSTRUCTIONS ON THE INVITATION TO BID. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA EFILING. 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 |
| | | | | |
| | | | | |
| | | SARS) | | A TAX
IF
NOT |
| IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (REGISTER AS PER 2.3 ABOVE. | REGISTER | | FOR AND | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BID NO: COM121/2024

CLOSING DATE: 31 JANUARY 2025 AT 11:00

**APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE AND OPERATION OF HAZYVIEW
WASTE DISPOSAL SITE FOR THE CITY OF MBOMBELA FOR A PERIOD OF THIRTY SIX MONTHS**

Bids are hereby invited from capable service providers for appointment of a service provider for operation and maintenance of waste disposal management facilities for the City of Mbombela for a period of 36 months.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 24 December 2024 on the City's website: www.mbombela.gov.za on the tenders and notices' folder and on the e-Tender Portal: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, Certified ID copies of business directors, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, CURRENT MUNICIPAL RATES AND TAXES STATEMENTS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S UP-TO-DATE MUNICIPAL RATES AND TAXES STATEMENTS FOR BOTH THE COMPANY AND COMPANY DIRECTORS INCLUDING CONSORTIUM AND JV PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM121/2024, APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE AND OPERATION OF HAZYVIEW WASTE DISPOSAL SITE FOR THE CITY OF MBOMBELA FOR A PERIOD OF THIRTY SIX MONTHS, CLOSING DATE: 31 JANUARY 2025" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager on the below contact details.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals as per the City's Preferential Procurement Policy.

Procurement Enquiries	:	Skhumbuzo Metiso	(013) 795 2105
Technical Enquires	:	Lesiba Maluleke	(013) 759 2239
Employer	:	City Manager, Mr WJ Khumalo	
		City of Mbombela	
		P. O. Box 45, Mbombela, 1200	

VISIT OUR WEBSITE – www.mbombela.gov.za

***NB: The results of this bid will be published on council website as prescribed on the
MFMA sec 75 (1) (g) and of SCM regulations, sec. 23 (c)***

NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	YES
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	N/A

3.	Certification of documents to be submitted together with the tender document. I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business. c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i> CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS. Designation (rank)ex officio: RSA Date: Place Business Address: Commissioner of Oaths Signature Full Names NB: All certified copies must NOT exceed three months and be originally certified.	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.	YES
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4.	Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.	a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	YES
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their noncompliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax	YES

			compliance status submitted by the bidder to	
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			the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate. b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS. c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying</i>	Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations? Is the copy of B-BBEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE	YES

		<i>factor, non-adherence will lead to no allocation of B-BBEE points.</i>	stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	YES
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	YES
9.	Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors OR	a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors. b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected	Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?	YES

	Proof of resident from tribal authority for the business and all business directors OR Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority. NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.	to attach proof of resident for the business and ALL its directors. c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority. NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.	In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate? Is the account not in areas for more than 90 days (3 months)?	
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10.	<u>Forging of documents/certificates</u> The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).	Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”.</i> Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”.</i>	Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.	YES
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document?	YES

			Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - The public interest score is 350 points or more, is required for an audit to be conducted.	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	YES
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	YES

14.	Functionality / Quality for evaluation of complex projects	a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	YES
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	N/A

SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

The tender is to be made out on the tender form attached hereto, which must not be detached from this document, and the completed document, fully priced, extended and totalled, completed in all respects, signed and is to be sealed in an envelope which is to be enclosed and delivered in accordance with the instructions contained on the Invitation to Tender.

Proof of posting of a tender will not be accepted as proof of delivery to the appropriate place for the receipt of tender.

Tenders will be opened in public immediately after the advertised closing date.

The information to be submitted by prospective bidders will only be used for tender purposes taking into consideration the Protection of Personal Information Act (POPI Act).

2. TENDER DEPOSIT

Tender documents can be downloaded from the following link: www.mbombela.gov.za, in the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.

3. ADJUDICATION OF TENDER

The City of Mbombela will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

The tender will be adjudicated by City of Mbombela in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the preferential procurement regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink (black pen) and all corrections made by the service provider should be dated and signed by the authorised signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.

Certified copy of B-BBEE Certificate OR Original Sworn Affidavit for B-BBEE / certified copy of a Sworn Affidavit for B-BBEE (Level 1). Failure to adhere will lead to non-claiming on preferential points.

A bid not complying with the mandatory requirements stated in the bid document will be regarded as non-responsive and as such will be rejected. If a Bid has not been properly signed by a party having the authority to do so, according to the example of "Authority for Signatory" will be rejected. This condition will not apply to companies owned by one director / member / sole proprietorship if they are signatories.

A bid will be rejected if any municipal rates and taxes or municipal service charges owed by the bidder (business) or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. Similarly, none submission of proof of valid and up-to-date rates and taxes statement will render the submission nonresponsive.

Bids will be rejected if the bidders or any of the directors are listed on the Register of Bid 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. Bids will be rejected if the bidder has abused the CoM's Supply Chain Management System or SCM processes of any state institutions.

MBD 1 will be regarded as a FORM OF OFFER and if the form is not completed in full and signed by the authorised signatory, the submission will be regarded as non-responsive.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The following **compulsory** documentation **must** be attached in order for the bid to be considered:

- Certified ID copies of business directors
- Company Registration Certificate
- Copy of a valid Tax Compliance Status (TCS)
- Full CSD Registration report **NOT OLDER THAN 30 DAYS** (Summary Report will **NOT** be acceptable).
- Failure to complete the BOQ and Summary table will lead to automatic disqualification.
- Proof of public liability insurance, a minimum of R5 000 000.00 cover.
- Copies of municipal rates and taxes statements from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes statements **for both the business and all business directors including JVs/Consortium partners**. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes.

5. TAXES AND DUTIES PAYABLE

Bidders shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender.

6. WITHDRAWAL OF TENDER

In the event of the successful tender failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

7. PERIOD OF VALIDITY OF TENDERS

The bids submitted by the service providers will be valid for a period of hundred and twenty (120) days and the validity period may be extended for further period of thirty (30) days. The following procedures and processes shall be followed in extension of the validity date.

- (a) Requests for the extension of validity dates must be extended to all service providers.
- (b) Proof should be provided that all services providers shown interests in the bid have been contacted.
- (c) Service providers have consented on the extension.
- (d) Bidders that have not responded or rejected the request for the extension of the validity will be eliminated from the processes.
- (e) That any prices changes resulting from the extension of the validity date shall be taken into considerations when evaluating bids.
- (f) The request for the extension for the validity date extended to interested service providers shall have a (seven) 7 working dates respond period.
- (g) Every case will be treated on its own merit, however, non-response from the services providers does not render the entire project null and void.

8. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, they will be issued to Bidders in the form of Notices and will form part of the tender document. Bidders should ensure that both website are visited timeously to ensure that erratum/addendum loaded on the websites are noted and responded too as expected.

9. DURATION OF CONTRACT DELIVERABLES AND PENALTIES

The contract period is for 36 (thirty-six) months after the final adjudication of bid and signing of contract.

The successful bidder will be expected to enter into a contract where a Service Level Agreement (SLA) will be signed by the successful bidder and the employer after contract award and acceptance. Terms and condition will be reflected in the SLA including penalties.

10. PRICE

- Bid prices will be regarded fixed and no additional cost will be added.
- All prices must be stated in South African Currency and include Vat. (if applicable).
- Price shall be inclusive of overtime, stand-by and all other allowances.
- Price escalation will be CPI related and effected annually.

11. OPERATIONAL CONDITIONS

11.1 Site Access and Security

Strictly control access to the site to eliminate unauthorized entry. Implement robust security measures, including repairing perimeter fence, surveillance systems, and dedicated security personnel.

11.2 Waste Acceptance Criteria

Clearly define the types of general waste accepted at the facility and enforce compliance. Establish rigorous inspection procedures for all incoming waste to ensure conformity with pre-determined criteria.

11.3 Health and Safety Regulations

Compliance with local, state, and federal health and safety regulations is non-negotiable. Conduct mandatory, regular training sessions for all personnel on safety protocols and emergency response procedures.

11.4 Environmental Compliance

Continuously monitor and manage emissions, leachate, and other environmental impacts in strict adherence to regulatory requirements. Maintain all necessary permits and conduct regular, thorough environmental assessments.

11.5 Maintenance Responsibilities

Schedule and execute regular maintenance for all equipment and infrastructure to guarantee optimal operational efficiency. Implement a decisive reporting system for promptly addressing maintenance issues or failures.

11.6 Record Keeping and Reporting

Maintain meticulous records of all waste received, processed, and disposed of, including weight and type. Prepare and submit comprehensive reports to relevant authorities as mandated.

11.7 Operational Hours

Clearly define and enforce operational hours for the site, including specific restrictions on truck deliveries and waste processing times.

11.8 Emergency Response Procedures

Establish and communicate clear emergency protocols for handling spills, accidents, or natural disasters. Conduct periodic emergency drills to ensure staff is thoroughly prepared and wellversed in response procedures.

11.9 Staffing and Training

Ensure optimal staffing levels to operate the site safely and efficiently at all times. Provide ongoing training and development to staff to uphold the highest operational standards.

11.10 Community Engagement

Develop a proactive communication plan to engage with the local community regarding site operations and actively address their concerns. Hold regular community meetings to provide essential updates and solicit direct feedback. Site Operator will be a permanent member of the Site Monitoring Committee.

11.11 Complaint Management

Establish a rigorous system for logging and thoroughly investigating complaints regarding site operations. Implement swift corrective actions as necessary, ensuring resolutions are communicated back to the complainant.

11.12 Sustainability Practices

Explore and implement effective options for recycling and waste reduction to minimize environmental impact. Promote initiatives that reinforce the site's commitment to environmental responsibility.

11.13 Minimum Requirements for Waste Disposal by Landfilling

These conditions are minimum requirements because they are essential for the effective and sustainable maintenance and operation of a waste disposal site, ensuring compliance with legislative and community expectations while upholding the highest standards of waste disposal management practice.

11.14 Provisional Sums

Three quotations shall be a minimum requirement for implementing provisional sums for the duration of the contract. The employer shall approve work instructions in the form of a job card before it is commissioned. One of the quotations may be obtained from the maintenance contract implemented by the Employer.

Bidders must obtain approval from the Employer before procuring on provisional sums during execution of the contract including any specialist skills needed to execute any aspects of the contract that may require such expertise.

All service providers must comply with all applicable Health and Safety Act and regulations at own cost and Council is empowered to provide any tools and equipment to the employees of a service provider and invoice the service provider for provision of same.

12. CESSION OF ASSIGNMENT

Neither the Council nor the bidder shall cede or assign a contract for the required rendering of services or any part thereof or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

TECHNICAL SPECIFICATIONS

1. INTRODUCTION

This specification covers the requirements for the operation and maintenance of Hazyview Waste Disposal Site. It gives a general description of the sites and the facilities available and covers the day to-day requirements for receiving, depositing, spreading, compacting, covering of waste, composting, and the maintenance of infrastructure/facilities on the sites to ensure an effective operation in accordance with the conditions of the operating permits/Licenses issued by the competent authorities. This contract requires for appointment of site operators for a period of thirty six (36) months.

The landfill site will be operated in line with license/permit conditions, the “Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations gazetted 13 August 2012 and Waste classification and regulations, national norms and standards gazetted 23 August 2013.

Also, a long-term waste disposal development plan is available for the phased development and rehabilitation of this waste disposal site. Aspects that have been addressed in the long-term development plan are inter alia the size and sequence of waste disposal cell development, the availability of lining-, capping and daily cover material as well as the polluted and unpolluted water management systems onsite. Waste Disposal on site will therefore also be in accordance with the site-specific conditions of the waste management license and survey reports. This site is planned for future transition and development into a waste transfer station, so the operations and maintenance are coordinated sustainably to support the long-term strategy for the site.

The appointed Site Operator will be required to perform, amongst others, the following duties on the landfill site:

- a) Provision and supply of personnel, landfill plant and equipment to execute the operations daily. b) Access, security and traffic control.
- c) Operation and maintenance of Public Drop-off facility (PDF).
- d) Creation of active working face.
- e) Spreading and compaction of deposited waste to the required densities.
- f) Creation of external and internal berms
- g) Daily covering sufficient to isolate the waste from the environment.
- h) Limited on-site composting and spreading of compost on landfill slopes.
- i) Creation and maintenance of a wet weather-cell to accommodate one-week's incoming waste, during rainy and /or wet conditions.
- j) Dust suppression and odour management (Odour cure or equivalent products and services). k) Maintenance of access roads within the site.
- l) Stormwater and Leachate management.
- m) Routine and continuous maintenance of plant, equipment, buildings, and infrastructure on site. n) Maintenance of water and electricity services
- o) Ongoing maintenance of overgrown vegetation on landscaped areas, including inactive areas.
- p) Creation and continuous maintenance of fire breaks on the entire site.
- q) Progressive rehabilitation of side slopes and completed cells on an as and when required basis as per the waste management licence.
- r) Capture and record of waste entering the site via DFFE Waste Information Manual Template.
- s) Control and Manage waste pickers and reclamation activities on-site, keeping a database and regular meetings.
- t) Operation and maintenance of the new or upgraded waste disposal management infrastructure on an as-and-when-required basis as per the waste management license and designs.
- u) General maintenance at groundwater monitoring boreholes.
- v) General maintenance and care of the Leachate Dam.

w) Provision of Engineering, Professional and Commercial Services as and when required.

1.1 INFRASTRUCTURE, KEY PERSONNEL AND COMPANY EXPERIENCE

EVALUATION CRITERIA	MINIMUM REQUIREMENTS
Infrastructure and resources available – (owned or leased)	• 1 x 20-ton Landfill Compactor, • 1 x D6 (or equivalent) Bulldozer, • 2 x 10m³ tipper truck, • 1 x minimum 5000Litre Water Tanker with sprinkler (Trailer System), • 1 x LDV for site supervision and monitoring • 1 x Trailer system-type Garden waste shredder 600mm hydraulic hooper, • 1 x 4x4 Skip Loader to haul waste bins from public drop-off area and within the site. • 1 x 4x4 TLB to haul cover material, creating berms and open waste body for food and animal carcasses. NB: (The above plant/vehicles/equipment shall be less than 10 years old).
Staffing profile	1x Site Manager • Bachelor Degree (NQF level 7) qualification in Environmental Management or Environmental Sciences/Geography/Civil Engineering. • 5 Years' experience in the operation and maintenance of landfill sites Classified as GCB (General Communal Site) or Higher classification (GSB, GMB, GLB, HH, Hh, Class A, Hazardous). NB: (Attach comprehensive CV, certified ID copy and certified educational qualifications).
Staffing profile	1x Site Supervisor • Matric/Senior Certificate (NQF level 4) plus SAMTRAC Certificate. • 5 Years' experience in the operation and maintenance of landfill sites Classified as GCB (General Communal Landfill Site) or Higher classification (GSM, GMB, GLB, HH, Hh, Class A, Hazardous). NB: (Attach comprehensive CV, certified ID Copy plus certified educational qualifications).

Relevant previous Company Experience – Completed Project.	One (1) signed appointment letter where the bidder rendered services in maintenance and operations of landfill site classified as GCB (General Communal Landfill Site) or Higher classification (GSB, GMB, GLB, HH, Hh, Class A, Hazardous). NB: (Landfill Class, Size and License will be verified on the Forestry, Fisheries and the Environment Department website).
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BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

1.2 PLANT AND MACHINERY:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – (Owned or Leased)

Proof of plant ownership or lease agreement or intent to lease. Lease agreement and/or Intent to lease must be completed and signed by the lessor with copies of proof of ownership and /or registration documents from leasing entity. The following documents shall be attached.

Plant type	Required documents
20-ton Landfill Compactor	Purchase invoice plus VIN Number
D6 (or equivalent) Bulldozer	Purchase invoice plus VIN Number
10m ³ Tipper Truck	Purchase invoice plus VIN Number
5000L Water Tanker with sprinkler (Trailer System type).	Purchase invoice plus VIN Number
TLB 4x4	Purchase invoice plus VIN Number
Skip Loader 4x4	Purchase invoice plus VIN Number
LDV	Purchase invoice plus VIN Number
Trailer system-type Garden waste shredder	Purchase invoice plus VIN Number

1.3 PLANT VERIFICATION

The required plant will be subjected to inspection and verification process prior to finalisation of the evaluation process. Acceptable bidders will be afforded opportunity to display the plant to be deployed for the contract. Inspections will be conducted at a site identified by the City of Mbombela. The bidders will be notified prior to commencement of the process and shall make available the required plant within ten (10) working days after being notified. Should the bidder fail to meet the minimum requirement of plant during the verification process, the bid will be rejected.

1.4 SERVICE LEVEL AGREEMENT

An SLA will be entered with the successful service provider.

2. DEFINITIONS

Builder's rubble pieces of masonry, concrete, etc., resulting from construction, repair and demolition operation without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.

Bulky waste	Items, such as motor car bodies, fridges, etc., whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Cell	A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.
Clean greens	Compostable waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.
Commercial waste	Solid waste generated by stores, offices and other activities not involved in manufacture.
Site Monitoring Committee (SMC)	A Committee comprising of interested and affected parties, who together with the Committee of Control shall act as a Monitoring Committee as contemplated in terms of Section 11.2 of the "Minimum Requirements" for Waste Disposal By Landfill.
Compaction density	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Compost	Organic waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Site Operator's enclosure	An area allocated to the Site operator for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Daily cell	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	Solid waste that originates in a residential environment.

Employer	The employer will be the City of Mbombela (CoM).
Project Manager	Suitably qualified person who may from time to time will be appointed by the employer to act on his/her behalf to provide technical advise on issues pertaining daily landfill operations in terms of Minimum Requirements of disposal of waste by landfill and section 10 of the Waste Act, 2008 (Act 59 of 2008).
Garden waste	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	An inorganic or organic element or compound that, because of its toxicological, physical, chemical or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.
Landfill gas	Typically malodorous gases generated during the decomposition of waste.
Leachate	The contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site and pose a threat to the environment.
Lift	A completed layer of one cell in height and usually comprising numerous adjacent cells.
Methane gas	A major component of landfill gas generated in the methanogenic phase of waste composition. Where methane concentrations reach between 5% and 15% of atmospheric gas, landfill gas represents an explosion hazard, as well as a potential health risk.
Notifiable waste	Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property (also refer to “Minimum Requirements for Waste Disposal by Landfill, 1998”).
Paper pulp waste	Waste formed during the re-pulping and de-inking of waste paper for conversion of the resulting pulp into a number of products. The short fibres together with impurities such as glue, ink and other materials associated with the waste paper, are separated and end up as waste.
Radioactive waste	Waste with a specific activity of more than 74 becquerels per g (Bq/g) and total activity more than 3,7 kBq(0,1uCi). Disposal of radioactive wastes in a landfill is prohibited.

Safe disposal	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector and/or site supervisor.
Salvaging	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from the waste for benefit.
Sanitary landfill	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilising the principles of technical advisor to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary.
Solid waste	Is waste of a solid nature generated by a person, business or industry;
Ton	1 000kg.
Waste to cover ratio	The ratio of volume of compacted waste to volume of cover material.
Working face	Portion of the disposal site where there is active waste disposal before waste is compacted and enclosed by cover material.

3. SITE DETAILS

3.1 General Descriptions

3.1.1 Hazyview Waste Disposal Site

Hazyview Waste Disposal Site has a waste management license G:C:B or Transfer Station for the disposal of type 2 waste only. The Site Operator shall operate and ensure maintenance of the landfill site in such a way to prepare for the final rehabilitation of the site in accordance with the waste management license. G:C:B meaning that this site **ONLY** accepts general waste and does not accept any hazardous, de-listed or liquid waste. This landfill however is also licensed as a transfer station. This transition will only be implemented once the site is full to capacity and can no longer accept waste for disposal by landfilling or when the upgraded designs are in place whichever that comes first. See attached the Approved Waste Management License to be considered as inclusive of the scope of work and specifications of the contract.

Hazyview Waste Disposal Site infrastructure and associated features are fenced with a 2m high concrete palisade fence with two lockable gates (infront and back of the site, new locks to be installed within thirtydays of contract commencement. Internal razor wire fencing around the critical site features is recommended and to be moved with progression of the working face. The Site Operator will be required to reinforce concrete wall and perform repair work to damaged fencing infrastructure and installations where applicable.

This facility is mainly receiving waste from Northern Region, Kruger National Park and Hospitality industry and some parts of the Northern Region without waste removal services as well as private industries in the

area. During the contract period it may happen that the facility will also serve other areas outside the municipal area.

3.1.2 The following are the requirements and the general information on the landfill site:

Hazyview Waste Disposal Site	
Classification	G:C:B-
Size and Perimeter	7.80 ha and 1 129.35m
Average Tonnages per Annum	9 300
Average Tonnages per Month	775
Working Hours Per Day	10
Cover Cycle Time	Daily
Waste Compaction Density	1312 kg/m3
Length of Road from Gate to tip face	± 500m
Average Turn Around Time for each site	10 minutes
No of Reclaimers	>30 variable

3.1.3 Site Location and Access:

LANDFILL SITE		TYPE	CLAS S	COORDINATES		PHYSICAL ADDRESS
				X	Y	
1	Hazyview Waste Disposal Site	G:C:B	B	25 01 54.31 S	31 11 12.77 E	Road R536 8 km from Hazyview Town CBD, on the Farm Hazyview 15 JU towards Phabeni Gate- Kruger National Park. 7.80 hectares

3.1.4 Operating Hours: Applicable to all Landfill Sites

MONDAY-FRIDAY AND ALL PUBLIC HOLIDAYS INCLUDING CHRISTMAS DAY			
1	OPERATING HOURS	OPENING	CLOSING
2	SITE OPERATOR	07:00	17:00
3	OPEN FOR SITE USERS	07:30	16:00

Take Note: The Site Operator shall allow itself time to cover the working-face on a daily basis as per the site permit, waste management license and Minimum Requirements for waste disposal by landfill.

3.1.5 Use of landfill sites after hours:

As a result of contextual circumstances, which includes after hours waste collection will be allowed by preapproval and only until 22:00 as directed by the Project Manager. The Site Operator will not be expected to compact and cover the waste loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day.

3.2 Site Facilities

3.2.1 Permanent Facilities

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

- Wendy Guard House near the entrance area
- No Weighbridge Control House at this stage, DFFE Estimate WIS Template is used
- Steel Container for Administration
- Steel Container Site Manager office and filing room facility
- Steel Container Meeting Boardroom
- Landscaped Garden
- Mobile Toilet facility
- Steel Container Kitchen
- Staff and Site user ablution facility including
- Pit Toilet facilities
- Kitchen and single sink
- Furniture
- Service provider to supply for additional needs
- Plant Shed and Storage Area:
- Storeroom
- Public Drop-off area

3.2.2 Infrastructure enclosure

2.4 m High Fencing is provided around the landfill facility features, the rest of the site is fully fenced and there are a few areas that are damaged and need repairs. This fencing is intended to provide additional security for overnight parking of the Service provider's vehicles and plant used in the operation of the site.

3.2.3 Gravel Access roads

An area around permanent buildings are gravel. Routes to or leading to the workface are gravel roads. It will be the responsibility of the Service provider to maintain all paved and road infrastructure at the landfill sites.

All roads from the gate control house to the wheel wash area, the parking areas in front of the administration block, the area around the ablution facility, the public disposal area, as well as the road to the plant shed area are also gravel. The site has no Weighbridge Bridge facility and an estimation of waste is used to determine waste entering the site in terms of the DFFE Estimate Waste Information Template.

3.2.4 Wheel wash

No wheel wash facility on the site to wash mud from vehicle wheels before leaving the site. The Site Operator to use alternative means to wash off mud during wet or rainy seasons. This should be calculated in the fixed costs to maintain and operate the site.

3.2.5 Access control gates

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

3.3 Operating Hours

The service provider will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays including Christmas day as follows:

ITEM	WEEKDAYS, WEEKENDS AND Public HOLIDAYS	
	Opening Time	Closing Time
SITE OPERATIONS	07:00	18:00
OPEN TO SITE USERS	07:30	17:00

In no case should the operation continue later than 18:00 unless otherwise discussed with Project Manager.

Take Note: The Service Provider must allow him/herself time to cover the working face on a daily basis as per the site licence and minimum requirements for waste disposal by landfill.

3.3.1 Use of site after hours

As a result of possible shift work done by some of the Regions from time to time, which includes after hours' waste collection, waste may be disposed only until 22:00 but only by special arrangement. The operating Service Provider will not be expected to compact and cover the limited number of loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day. The Service Provider shall make own arrangements for remuneration of staff/personnel overtime wherever applicable. Prior arrangements will be made with the Service Providers to keep the site open during such occurrences.

3.4 Waste Quantities

Due to unavailability of calibrated accurate and reliable waste information as a result of the non-functional weighbridge system at this stage. The amount of waste shall be determined in terms of the current classification of the site as a G:C:B as per the Waste Management License and Minimum Requirements Guidelines. Because of unpredictable growth taking place and other, however, the actual quantities may vary considerably from the estimated quantities. Furthermore, the City of Mbombela reserves the right to vary its waste disposal strategy, which will affect the waste quantities involved. It should be noted that Hazyview Waste Disposal Site operates as part CoM Waste disposal unit with other CoM-owned landfill sites, and therefore closure of any of sites, for any other reason will have a knock-on effect on the others.

4. PROVISION OF PLANT AND EQUIPMENT, PERSONNEL AND FUEL

As a general provision, the Site operator shall ensure that plant, equipment and personnel on site remains appropriate for the size and type of the landfill operation throughout the contract. Personnel employed on site must be sourced locally as required and be trained as per their job function. The Site operator shall provide the optimal plant mix that will be able to landfill the deposited waste on site during the specified working hours in line with the relevant landfill licence conditions, the "Minimum Requirements for Waste

Disposal by Landfill, 2008, The National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations, Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards, Gazetted 23 August 2013.

The Site Operator will ensure availability of the required plant and equipment with the required personnel and fuel to operate the site and make sure that services are uninterrupted during the hours of operation (i.e. 07:00 to 17:30). The Site Operator should provide a catch up plan should there be any interruptions of operation including shortage of diesel on site. Plant required can either be owned or leased. The required plant mix must be on site and in good working condition at all times. No approved plant by the Department will be removed from the site without notification and approval by the Department. Breakages or stoppages must be reported immediately to the responsible CoM's Project Manager.

Plant and equipment on site must service as per their service plan and the register be kept and filed. The Site operators shall supervise all landfill plant/equipment at all times and ensure that such is operated in accordance with CoM standard operating procedures. Furthermore, the Site operators shall be required to comply with the Occupational Health and Safety Act, (Act 85 of 1993) and Regulations promulgated in terms of the Act when operating plant and equipment.

4.1 Required Plant and Equipment to be provided by site operator for duration of the contract:

Item	Quantity	Frequency
20-ton Landfill Compactor (Less than 10 years old)	1	Full time
D6 Dozer or Similar (Less than 10years old)	1	Full time
7-ton Track Excavator (Less than 10years old)	1	As and When Required Basis
10 m ³ Tipper Trucks	2	Full time
12G Grader	1	As and When
5000 litre trailer system-type Water Tanker with Sprinklers or larger (Less than 10 years old)	1	Full time
Skip Loader 4x4 Truck to service the skips at the Public Offloading Area (Less than 10 years old)	1	Full time.
6-inch submersible water pump with hoses	1	As and When

Garden-waste Shredder with minimum 300mm diameter drum	1	Fulltime
Skip Bins for Public Disposal (Minimum 6 m ³)	8	Fulltime
Double cab bakkie to enable official(s) to conduct site inspections.	1	As and When required
LDV for supervision, controlling and monitoring of the site		Full time
Small Firefighting unit (1000L Tanker on a Trailer Optional)	1	Dry Season (Full time) Wet season (As and when required)
TLB 4x4 (Less than 10 years old)	1	Full time

NB! Take Note:

The list of plant below is not exhaustive and the Site Operator may be required to supplement plant on site with additional plant to cope with increasing waste volumes at no additional cost.

Drivers and operators on site must have relevant valid driver's licenses/permits/certificates.

4.2 Supervision of the landfilling equipment/plant on the Landfill Sites.

The Site operator shall supervise all landfill plant/equipment at all times and ensure that such is serviced as required and operated in accordance with CoM standard operating procedures. Furthermore, the Site operator shall be required to comply with the Occupational Health and Safety Act, (Act 85 of 1993) and Regulations promulgated in terms of the Act when operating plant and equipment.

4.3 Plant breakdowns

a) All plant breakdowns, in exception of the water tanker, must be repaired or replaced with similar plant within 14 working days of the breakdown. The water tanker must be repaired or replaced within 48 hours.

b) Should a replacement of any key plant other water tanker be required, the following process should be followed:

- A Site Operator should notify the City of Mbombela Project Manager of the breakdown in writing and submit proof that the plant is not repairable within 24 hours.
- A Site Operator should provide a back-up plant within 72 hours period of the breakdown which will operate until original plant is repaired or replaced. The city is willing to accept an extra bulldozer as replacement of Compactor, TLB as replacement of Excavator and until the plant is repaired or replaced within 14 working-day period.
- A Site Operator to provide a proof that arrangements have been made for a replacement with similar plant if repairs are expected to go beyond the 14-working day period.
- Penalties will apply as follows:

- (i) Failure to notify the Project Manager in writing, within the 24-hour period of plant breakdown.
- (ii) Failure to provide back-up plant within 72 hours of the breakdown.
- (iii) Failure to repair or replace with similar plant within the stipulated 14 working day period.

NB: Should the site operator fail to repair or replace the broken plant with similar plant within the 14 working day period as stipulated above, the City will provide the required plant and recover the costs thereof from the Site Operator.

4.4 Required Key Personnel

4.4.1 1 X Site Manager:

The Site Operator shall provide full-time Site Manager to manage compliance aspects, operations and logistics at the landfill site for duration of the contract. The Site Manager should have previous experience in operating landfills classified as GCB (General Communal Landfill Site) or with a higher classification (GSB, GMB, GLB including hazardous sites). Where a bidder is appointed on more than one site, a Site Manager must be provided for each awarded site.

4.4.2 1 X Site Supervisor:

The Site Operator shall appoint a Site Supervisor to assist the Site Manager with the day-to-day landfill operations. The Site Supervisor should have a minimum of three years' experience in landfill sites Classified as GCB (General Communal Site) or with a higher classification (GSB, GMB, GLB including hazardous sites).

4.4.3 1 X Occupational Health and Safety Officer:

The Site Operator shall provide a qualified Occupational Health and Safety Officer as per OHS Act, 1993 with a minimum of two years' experience in occupational health and safety in landfill and construction environment. The officer shall, provide OHS reports monthly to form part monthly operational reporting. Must be poses a National Diploma in Safety Management plus SAMTRAC Certificate.

4.4.4 1 X Landfill Compactor Operator (Full-time)

The Landfill Compactor Operator enables the site to ensure required compaction densities and isolate the waste material on-site, contributing to efficient and safe landfill site operations. The landfill compaction machinery compresses waste material, maximising space utilisation within the landfill. Ensuring effective layering and stabilisation of waste by properly managing the placement and compaction of waste and cover materials. Shall also assist vehicles stuck in the waste body or mud during wet conditions.

4.4.5 1 X Bulldozer (Full-time)

The Bulldozer operator moves soil, cover material, and waste materials during waste disposal by landfilling and assists the landfill compactor operator in shaping the working face, landfill slopes, berms and access road on the working face and around the site. Shall also assist vehicles stuck in the waste body or mud during wet conditions.

4.4.6 2 X Tipper Truck Drivers (Full-time)

The tipper drivers will load, haul and transport materials such as soil, cover material, sand, gravel, or rubble and debris to designated locations within the site and inclusions of the site operations and maintenance requirements. Shall also assist vehicles stuck in the waste body or mud during wet conditions.

4.4.7 1 X Water Tanker Driver/Operator (Full-time)

The water tanker or water cart driver/operator will use water tanker sprinklers to spray water on the gravel access road and waste disposal cell and working face to suppress dust to minimise dust nuisance and ensure maximum visibility within the site for safety and well-being of personnel, site users and waste pickers.

4.4.8 1 X Skip Loader (Full-time)

The skip loader driver/operator will use the skip loader to place skip bins within the site and at the public drop-off area for the public to use the site without going through the weighbridge area. The skip loader will haul the full skip bins to the working face and return the skip to the public drop-off area.

4.4.9 1 X TLB Operator (Full-time)

TLB operator will load soil, cover material and dig within the waste body to allow the disposal of condemned food and dead animal carcasses and other waste material disposed on-site and the clearing of illegal dumping spots within the 500m buffer zone of the site. TLB operators are integral to collaborating with other site personnel to achieve maintenance and operational goals.

4.4.10 1 X Trailer system-type Garden waste Operator (Full-time)

The Garden waste Shredder will sort and prepare garden waste, sort garden waste received on site and safely and efficiently using the garden waste shredder to process plant materials, such as branches, leaves, and other organic waste. Ensuring the quality and consistency of shredded materials and making necessary adjustments. Effective and sustainable garden waste management within the site.

4.4.11 1 X 6- inch Submersible (As and When Required)

No operator required, the site operator will assign responsibility as needed for this purpose.

4.4.12 8 X Skip Bins (Full-time)

No operator is required; the skips will be loaded by the Skip Loader operator with a mechanised lifting mechanism on the skip loader.

4.4.13 1 X Firefighting unit (As and When Required)

No operator is required; the Firefighting unit will be on a wet rate, including personnel to use it, fuel and lubricants.

4.4.14 1X Double cab bakkie (As and When Required)

No additional driver or operator required, the Site Manager or Site Supervisor can drive the inspection team during the site inspection on a particular day or time.

4.4.15 2 X Waste Spotter:

The Site Operator shall provide at least one (1) spotter deployed at the workforce daily to assist in confirming the waste types and directing traffic. The Site Operator shall also appoint a second spotter to be stationed at the composting or garden-off-loading area if the operations are too complex for two spotters to work together within the working face. The service provider is to ensure that the spotters are trained to identify waste types. The spotters should constantly communicate with the Site Supervisor and Data Capturers at the site entrance. The service provider must provide appropriate communication devices to both Site Supervisor, Operators and Spotters.

4.4.16 3 X General Workers

The Site Operator shall provide at least three (3) general workers for housekeeping and litter picking on site. Litter picking and waste removal must be done within the site's boundary, adjacent properties, and within the site buffer zone, at least 500m away from the perimeter fence of the site or the boundary lines, whichever is applicable.

NB! Take Note: The Site Manager and /or the Site Supervisor must be contactable 24 hours a day for emergencies or serious problems that may arise on site. All certified copies of documentation attached must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.

5. OPERATIONS AND MAINTENANCE

5.1 Preamble

The land fill site will be operated in line with license/permit conditions, the “Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations gazetted 13 August 2012 and Waste classification and regulations, national norms and standards gazetted 23 August 2013. See part C: attachments for a copy of waste disposal permit/ licence.

Also, a long-term waste disposal development plan is available for the phased development and rehabilitation of this waste disposal site. Aspects that have been addressed in the long-term development plan are inter alia the size and sequence of waste disposal cell development, the availability of lining-, capping and daily cover material as well as the polluted and unpolluted water management systems on site. Waste Disposal on site will therefore also be in accordance with the site-specific long-term Masterplan.

5.2 Site establishment and De- establishment

5.2.1 Site establishment

The Site establishment will include among other things: the transportation of the key plant and equipment to the site, preparation of the weighbridge system to receive incoming waste as well as preparation of the disposal area which may include spreading, compacting, and covering of waste.

The Site establishment will be considered complete once the following is in place:

- All contractual obligations as per appointment letter
- SLA completed signed by both parties.
- All the required key plant delivered to site and verified.
- All the required personnel available (including security personnel).
- All site facility features are in working condition and operable.

The Site Operator will be permitted to vary any of the above but only if a written request has been made to the Project Manager and the written approval granted thereof by the City Manager. The Site operator shall

ensure that the Project Manager and employer are, always, in possession of an up-to-date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of any of the verified personnel, key plant and equipment without prior approval, will be regarded a serious noncompliance to this contract agreement.

NB: The site operator will have 30 working days from the time the SLA is signed by the employer to complete the site establishment. The city will proceed with termination process should the site operator fail to establish site within the 30 working days period.

5.2.2 De-establishment of site

The de-establishment of the site will include among other things: handing over the site to the incoming Site Operator, and the removal of heavy key plant, personnel, and equipment from the site

De-establishment of the site will be considered complete once Project Manager and the employer has approved the handover of the site by the outgoing Site Operator and a signed completion certificate is issued.

5.3 Source of waste

5.3.1 Main sources

The Hazyview Waste Disposal Site is an integral part of the Central Waste Disposal Facility for the City of Mbombela and therefore provides adjacent service delivery within the area, surrounding industries and business, community and other local authorities within the Northern Region.

5.3.2 Other sources

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

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

5.4 Waste Types

The site is authorised as general landfill sites, classified as GCB It is essential to note the following exceptions:

- Asbestos Prohibited
- Paper pulp Prohibited
- Hazardous waste Prohibited

The Service provider will be required to handle all, non-hazardous incoming wastes including:

- Domestic waste
- Garden waste
- Clean and builder's rubble
- Non-hazardous dry waste
- Paper pulp waste treated to specification
- Commercial waste

- Bulky waste
- Dead animal
- Spoilt foodstuff destined for safe disposal
- No steel and plastic drums are allowed for disposal on the landfill site
- No disposal of tyres is allowed

In the interests of environmental protection and complying with the site permit requirements, the service provider will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The City of Mbombela will be notified immediately and vehicles carrying the unacceptable waste be issued a warning. The Site Manager shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

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

5.5 Operations of Site

The Site Operator will be responsible for:

a) Setting up and enforcing pre-acceptance and acceptance procedures of waste at the landfill site and applicable request information and/or samples to be provided prior to the transport of waste to the site, to ensure that the waste is within the requirements of the site permit/license conditions or minimum requirements for disposal of waste by landfill. Safe disposal of animal carcasses and condemned food will be permissible at Hazyview Waste Disposal Site.

Both animal carcasses and condemned food are to be disposed of at the toe of the working face. The carcasses and condemned food must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material.

The Site Operator shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Municipal Health Services at the Department of Health and or Ehlanzeni District Municipality to protect environment and human health.

- Ensuring that waste acceptance and disposal procedures on site are compliant with all relevant applicable legislation, regulations and site permit/license conditions or minimum requirements for disposal of waste by landfill.
- Screening out hazardous and prohibited wastes from the general solid waste stream to reduce the risk of injury to landfill workers, risk of fire and explosion and limit the potential to contaminate the receiving environment.
- Strictly managing waste deposition operations on site within permit or license conditions or minimum requirements for disposal of waste by landfill applicable to the character and classification of the site.
- Ensuring that landfill site does not pose an unreasonable risk or adverse effect on human health or the environment by demonstrating an acceptable level of compliance with applicable regulatory and legislative requirements.
- Ensuring availability of a working face with sufficient cell capacity to accommodate at least one-week's waste.

- f) Spreading and compaction of waste to a compaction density of 950 kg/m³ in line with the Department of Water and Sanitation's Minimum Requirement for Waste Disposal of waste by Landfill.
- g) Ensuring without fail that the working area is entirely covered at the end of each working day with suitable cover material of an average thickness of 150mm in line with the licence requirements.
- h) Ensuring that the quality of the cover material complies with the Minimum Requirements for Waste Disposal by Landfill. The suitable cover material will be sourced (excavated) on site or where applicable the Site operators will source cover material from materials brought to the site.
- i) Maintaining an emergency cover material stockpile on site in line with the Minimum Requirements of Waste Disposal by Landfill (One month of cover material must always be available on stockpile).
- j) Where cover material is excavated on site, ensure the correct depths and gradients (1:3) are adhered to avert possible groundwater contamination.
- k) Directing and controlling traffic within the landfill site to and from the active cell/working face in the form of barriers/berms, signs, or a combination of both as reasonably possible to ensure smooth operation and management of the site.
- l) The provision of spotters to direct traffic to the activate cell/working face to ensure that incoming waste is deposited at the correct designated area.
- m) Applying sanitary landfill principles of compaction and cover in line with the minimum requirement in order to prevent the development of nuisances such as litter, flies, odour, vermin, and dust.

5.5.1 Access control

Manually operated security booms are provided at the incoming road and outgoing road adjacent to the gate control house and are used to control access to the sites during normal operating hours. After hours the entrance to the sites is closed with security gates.

It is a requirement that all vehicle and pedestrians accessing the site be limited to a single controlled entrance, to prevent the unauthorised entry and illegal dumping of waste on the site. Records of entry be kept on site and made available on monthly basis and as and when required.

5.5.2 Operation and maintenance of Public Drop-off Facility (PDF)

The Site Operator will be required to operate and maintain a PDF for the disposal of waste and recyclable material by the public with loads of less than 1 000 kg, which limit may be changed in future. The operation and maintenance of this facility will include:

Hazyview Waste Disposal Site

The supply and maintenance of 15 (fifteen) 6m³ or 9m³ skips (no alternative skip/bulk container will be allowed) facilitating easy access by the public for the depositing/disposal of the different recyclable and non-recyclable waste materials; supervision of the facility, directing of traffic, ensuring correct disposal and assisting the public with disposal, etc;

The provision of the necessary signage at skips to have materials disposed of according to main categories (i.e. recyclable waste in different categories, building rubble, garden refuse and general waste);

The servicing of the skips by emptying them at the landfill working face when full. All skips shall be empty overnight;

Keeping the PDF and its surrounds neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation and removing mud from paved surfaces;

Monitoring of all containers for recyclable waste (glass, paper, plastics, metals, etc.) and arranging for their servicing by the relevant collection company, thus ensuring that such containers will not be overfilled with the resultant generation of windblown litter.

Note: *The container for the collection of recyclable oil as well as that for the disposal of small amounts of household hazardous waste, is supplied and serviced by others. The operating Service provider is however responsible for the proper use of these facilities by the public, as well as for informing the responsible party when the containers are to be serviced. The servicing of the hazardous container will be for the Site operator's cost and may only be deposited at an H: H site (frequency ± 4 times per year). Equipment for servicing of the skips by emptying will be required e.g. Skip truck truck.*

5.5.3 Maintenance of access roads within the site

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

In addition to the above the Site operator will be responsible for all paved areas including roads on the inside of the fence. This includes the removal of all mud and refuse deposited on the paved roads in the vicinity of the site entrance, weighbridge and the road leading to the work front (particularly during wet weather) and the picking of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily.

The Site Operator will also be responsible for the construction of access roads to the waste body (cell) with builder's rubble on an ongoing basis with no additional cost to CoM. The Site Operator shall maintain the road surfaces inside the landfill site in a state that will ensure that reasonable turnaround times from the weighbridge to the active waste cell and back to the weighbridge is safely achieved. Furthermore the Site Operator shall enforce the stipulated speed limit as indicated on site. In constructing the roads, the Site Operator shall:

Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder's rubble by the Site operators and arranged into stockpile on site.

Use suitable road building material imported from outside the landfill site in case there is a shortage of suitable material on site to stabilise the access roads.

Ensure that there is always adequate stockpile of road building material on site and should never be lower than one month of supply of the required stockpile.

The Site operator shall construct and maintain gravel/building rubble access roads leading to the disposal area (Workface) as and when required during the contract period.

The roads must be:

Usable in both wet and dry conditions.

Comfortably able to accommodate two large passing vehicles.

Graded and be sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.

Flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.

Watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

A road along the perimeter of the fence must be provided and maintained for security patrol purposes.

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

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

5.5.4 Waste Deposition and Compaction

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

The cell shall be constructed as follows:

Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.

Internal berms are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with daily cover to form the sides of the proposed cell.

Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.

The floor of the cell will have been compacted by the Service provider prior to waste being placed (i.e. previous layer of covered waste).

Remove previous cover material on the floor of the cell over an area of approximately 9m² before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.

Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of the landfill compactor (of a minimum 32tons operating weight) per layer of waste to a density of at least 950kg/m³. Once compacted, the height of a cell will not exceed 2, 5 m in any situation.

In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell,

upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.

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

At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm.

Builder's rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/technical advisor.

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

The slopes of the completed cell must be in line with the recommended gradient of 1:3. Grass and vegetation of the completed side slopes shall all times be kept at a maximum of 500mm from completed slope surface so as to enable minimisation and containment of fire outbreaks. Service Providers to ensure that the function is included and catered for in their costing as no additional costs will be incurred by the department for undertaking of the function

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

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

The Service provider shall be seen to be working to the approved action plan.

The Service provider shall immediately after the construction of a new waste cells, end-tip a maximum of one (1) meter of waste to protect the liner and to minimise desiccation of the clay liners.

a) Manoeuvring space at working face

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

b) Animal carcasses

Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The Service provider shall pay special attention to ensuring that the whole

carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Health Department of the CoM.

c) Bulky waste

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

d) Wet weather

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

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

e) Vehicles stuck on site.

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

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

5.5.5 Provision and placement of cover

5.5.5.1 Suitable sources of cover material shall include:

Stockpile of cover material and Material excavated from future disposal cells. Although it is at present envisaged that a free haul of 3 (three) km will apply under normal circumstances for the material to be transported from the excavation area to the disposal cells, an Extra Over Item for increased haulage is included in the Schedule of Quantities. This will come into effect in the event of material having to be hauled over longer distances in future, as a result of strategic changes required in the cell development plan;

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

The Service Provider shall ensure without fail that the working area is entirely covered at the end of each working day with suitable cover material. The application rate shall be an average thickness of 150mm in line with the licence requirements. The quality of the cover material must comply with the Minimum Requirements for Waste Disposal by Landfill. (Refer to the Minimum Requirements for Waste by the Department of Water Affairs and Forestry, Second Edition 1998).

5.5.5.2 Control of nuisances

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

Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere).

Dust (by means of watering)

Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.)

Noise (by ensuring that all plant silencers, etc. are in good working order) and by limiting the operations to the prescribed hours.

Wind-blown litter (by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area). Adequate litter pickers should be deployed for litter picking on a daily basis.

5.5.6 Stormwater and Leachate management.

The Site operators shall be responsible for the overall management and maintenance of existing storm water and leachate channels within landfill site. The Site operator must ensure vegetation is cleared inside stormwater channels to allow free flowing of stormwater and also clear vegetation around both the leachate and stormwater dams.

The Site operators will be responsible to pump the leachate and to ensure the quality as stipulated within licence conditions and alternatively as directed by the City of Mbombela. It will be the responsibility of the Site operators to maintain a 750mm freeboard on all leachate dams and stormwater dams on site. The Site operator is required to maintain these areas on regular basis.

The Site Operator shall prevent undue contact between waste and storm-water, so as to minimise the volume of contaminated run-off and leachate formed. Two drainage systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into a containment pond.

5.5.6.1 Uncontaminated storm-water:

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

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

The existing sub-soil drain at leachate dam no. 2 should be checked daily for the presence of sub-soil water and be emptied (pumped) to maintain a negative pressure on the leachate dam liner system installed.

5.5.6.2 Contaminated water:

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

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

As a result of previous mining activities at the Weltevreden landfill sit, the *insitu* soil has a high salt content and a low pH. Water that was ponding on site for a period of time may not be released into the natural watercourses but has to be contained on site for evaporation. The accumulation of water in the clay material borrow pit (future disposal cells) is therefore to be minimised. Should water be accumulating in this area, it is to be pumped from the excavations and can be used for dust suppression.

5.5.6.3 Leachate:

The Site operator will need to monitor the **existing as well as future** localised leachate collection sumps. Should it be found that leachate is present; the leachate is to be pumped into a containment pond. Suitable pumping equipment is installed on site.

Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to dispose of leachate formed, in an environmentally sound manner without unnecessary exposure to the atmosphere.

Leachate dams should at all times have a freeboard of 500mm. A fire break perimeter of at least 4m should be maintained. The Site operator must ensure that the fence is in good order and that gates are locked at all times unless working in the area.

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

5.5.7 Composting

City of Mbombela has provided a limited space on a landfill site to receive green waste. The Site Operator will be required to develop and submit an operational plan for the handling and processing of green waste on site. The plan should include a provision of the required chipper to process green waste to be used to enhance vegetation growth on side slopes to avoid and prevent soil erosion.

The Site operator will be required to compost the clean green fraction of the garden waste stream either himself or by using a sub-Site operator, approved by the technical advisor the composting process is intended primarily to provide compost for final rehabilitation of the landfill. Since the cost effectiveness of a composting operation is dependent on the economies of scale, the employer may also consider a more sophisticated procedure at a later stage, for composting as an alternative to the low technology composting described in the following paragraph. (Currently the Site operator is to price only on the low technology option). The Site operator shall provide a chipper of suitable capacity, dedicated for use on this landfill site only.

The low technology composting proposed will involve disposal of fine clean green (leaves, fine cuttings, grass) directly onto the compost area and branches/cuttings with a diameter exceeding 25mm and length exceeding 100mm first being chipped before deposition onto the compost area. The compost area is to be

covered with a layer of cover material at regular intervals as required to prevent odours, reduce the risk of fires and facilitate inorganic degradation.

The Site operator is to maintain an open sump and leachate dam at the low point of the composting area for the removal of leachate and water that may accumulate. Bad odour due to the formation of leachate is immediately to be treated with chemicals like "odour cure" to eliminate the smells, or alternatively to be disposed of by dilution in the storm-water collection dam and used for dust suppression on site. Leachate exposed to the atmosphere is a major source of odours and the presence of untreated leachate on site is therefore not acceptable.

The prospective Site operator will be required to supply full details of the type of chipping process to be used and how the clean greens will be placed.

5.5.8 Topographic surveys

The Service provider shall maintain detailed records and a digital terrain model survey of the following, and these shall be made available (monthly or as and when required) to the Project Manager in digital format and paper hardcopy:

Monthly survey of the landfill surface, including the determination of the volume of airspace used since the previous survey and the volume of airspace remaining beneath the final natural landform. The first survey is to be undertaken within the first month of operation. Prior to disposal in newly developed waste cells an "as built survey" should be forwarded to the Project Manager (survey to be used for airspace consumed calculations).

Mass of waste handled monthly according to category.

Monitoring of the development of the natural landform, as compared to the natural landscape design.

5.5.9 Violation of Site Protocol

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

5.5.10 Maintenance of site

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

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

Included in the maintenance of the site are:

5.5.10.1 Scattered waste

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

The portion of Shabalala Main Road (500m both ways from the site turn-off) and its side walk;

The entrance and surrounding area;

The public disposal facility;

All site roads;

The area surrounding the working face

The perimeter fence;

5.5.11 Buildings

The Service provider shall be responsible for the upkeep of the buildings and structures at the landfill. This will include, but not be limited to the following:

Repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;

General housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;

Painting of all buildings and structures (once per annum) using quality-approved paint products.

Upkeep and maintenance of gardens and landscaped areas.

Ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.

Maintenance of all wooden doors.

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

5.5.12 Access Road

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

5.5.13 Berms and storm-water drainage channels

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

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

5.5.14 Fences, gates and access control boom

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

5.5.15 Completed areas

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

5.5.16 Buffer Zone

The Service provider shall keep a 500m buffer zone from the boundaries of the landfill neat and tidy. The service provider shall keep the area free of illegal dumping and/or windblown litter.

5.5.17 Wheel wash

This will be implemented once the upgrades are completed. The Service provider will be responsible for maintaining the double wheel wash. This includes supply and maintaining of two high pressure washers and ensuring regular cleaning of settling ponds to prevent mud from consolidating in the water collection system.

5.5.18 Road-markings

The Service provider will be responsible for maintaining all road markings on the paved entrance facility and access road, up to and including all the markings for the traffic control within the landfill site.

5.5.19 Fire breaks

The Service provider will be required to maintain adequate fire breaks, to satisfaction of the Chief Fire Officer or Project Manager, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

5.5.20 Generator

This will be implemented once the upgrades of the site are completed. The Site Operator to ensure provision of alternative or back-up electricity for lighting of the site features

5.5.21 Speed humps

The Service provider will be responsible for maintaining all speed humps on the paved entrance facility and access road.

5.6 SERVICES

5.6.1 Water and sanitation services supply

A municipal portable water connection is provided on site and will be available to the Site Operator for domestic use as well as use in the operation of the waste disposal site. Any additional water pipe reticulation required on site by the Site Operator, over and above that already provided, shall be constructed only with the Water and Sanitation Department's Approval and by the Departmental approval. A Jojo tank of a minimum of 2000 litres must be provided by the Site Operator to aid with the supply of water in case of water cut/shortage. The Site Operator will make own arrangements to provide water to fill the said Jojo tank.

5.6.2 Electricity supply

A three phase, 380volt metered electricity supply is available on site. The cost of electricity used as well as any other proportional basic charges raised by the City of Mbombela shall be borne by the Site Operator. The Site Operator will settle the monthly account of the entire site.

An emergency power supply in the form of a diesel generator to supply power to the site and weighbridge in an event of a power failure is installed on the site. Maintenance and refuelling will be to the cost of the Site Operator for the duration of the contract.

Insurance cover for the site generator will be for the Site operator's cost. At completion of the contract the generator must be handed over to the employer and a full-service history will be required. The service provider shall prioritise the weighbridge and ensure that the weighbridge always has electricity during working hours.

The Site Operator must make available alternative energy sources of electricity to save costs and support efforts to reduce over-reliance on fossil fuel and augment the fight against ozone layer depletion.

5.7 SECURITY SERVICES

Hazyview Waste Disposal Site is fenced with a 2,1m concrete palisade security fence with two locked gates. The Site Operator is required to keep the fences and gates of both the outer perimeter (approximately 6 km) and the infrastructure enclosure in good order. Any damages incurred while the security is on site, repair thereof will be at the cost of the security company.

The service operator is required to safeguard infrastructure on site and ensure that the gates and fence of both the outer perimeter (approximately 6 000m) are intact. The Site Operator will be liable for any damages of infrastructure and stolen items/goods on site at their own cost.

The service operator must engage a PSIRA (Private Security Industry Regulating Authority) registered Security Company to perform security function on a 24-hour basis. A minimum of three (03) security guards during daytime and three (03) security guards after hours, one four wheeled motorcycles and one dog, will be required. The said dogs must be a trained security patrol dogs and comply with legislation pertaining to cruelty of animals. Security personnel must be issued with reliable communication devices, self defence

mechanisms or apparatus. Furthermore, a system must be applied to aid continuous monitoring at 250m intervals around the perimeter the site.

i.e. Two (02) of the security should be dedicated to man the inactive part of the landfill site at all times with a security each at the active part of the site , site entrance, administrative office and public drop-off area. Patrol security to be issued with guns.

Alarm systems shall be monitored by the Site Operator at the weighbridge (after upgrades/installation), administrative office and workshop. The procurement of 24 hour armed response security and the monitoring and maintenance thereof will be the responsibility of the Site Operator and shall be subcontracted.

Provision is to be made for the fact that no unauthorised entry is allowed, and no salvaging on the working face, whether it be formal or informal, is permitted without prior approval by the Site Operator.

In addition to the above, one (01) Data Capturer must be designated for the sole purpose of collecting signed waste coupon tickets or recording of waste information on the DFFE Weight Estimate Template Report from the drivers of the waste trucks. The Data Capturer must also ensure that no vehicle leave the site without the driver retaining a copy of the signed Coupon Ticket.

All security personnel dedicated to the site must be issued with Pepper Sprays, Two way radios, torches, etc.

The service operator should submit, with the bid document, a draft SLA or security contract which will be used for appointment of security for employer scrutiny and comments as per the above.

Alarm systems are also installed by the employer at the office, weighbridge and workshop. The connection & monthly maintenance of the above to a telemetry system (SMS notification) as well as procurement of 24 hour armed response security and the monitoring and maintenance thereof will be the responsibility of the contactor (proof of appointment will be required).

Should the service operator require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the engineer's approval.

Provision is to be made for the fact that no unauthorised entry is allowed, and no salvaging on the working face, whether it be formal or informal, is permitted.

5.8 MEETINGS AND SITE INSPECTIONS

During the execution of the contract, the Site Operator, CoM, other related Service Providers and the Management from the Department shall form part of the O&M Management Liaison Meeting and meet on a monthly basis. In addition, meetings with the Community Monitoring Committee (CMC) made up of interested and affected parties will also be held bi-annual after receipt of the external audit report.

The Site Operator shall ensure that a Site Manager who is suitably senior to be able to make landfill operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The Site Operator shall provide furniture for use in the boardroom and maintain a diary of meetings scheduled. The minimum furniture required is a boardroom table, 15 (fifteen) chairs, white board and storage cabinet.

The meetings will be held to discuss all and any other matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that the O&M Management Committee

(MC) is a project management tool and technique to prepare for the Compliance Monitoring Committee and Audits (Both Internal and External).

Periodic (initially monthly) site inspections or audits will be undertaken by external auditors appointed by the employer. During this exercise a specially designed pro-forma/checklist will be filled out, which will assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the Project Manager and the Site Operator. These inspections may or may not be conducted in conjunction with the Site Operator at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable. At the discretion of the employer, such periodic site inspections can later be undertaken quarterly.

Any member of the MC or the CMC will have unimpeded access to the site, however, they are still required to report to the security.

Applying sanitary landfill principles of compaction and cover in line with licence/permit conditions in order to prevent the occurrence of nuisances such as litter, flies, odour, vermin and dust.

Ensuring that site users utilize provided wheel washbay facility for the washing of the wheels of vehicles leaving the site, especially after or during rainy days to ensure that the site and access road are kept clear of mud.

Maintenance of stormwater drains and construction of temporal drains as and when needed.

Chipping and composting of garden waste including spreading of compost on inactive cells and slopes to encourage vegetation growth and prevent erosion.

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

5.9 RECORD KEEPING

The Site Operator shall submit plans for recordkeeping and reporting system. The plan shall amongst others require the Site operators to keep and maintain manual and electronic records of the following:

- 1 Permits/licences/certificates of compliance applicable to the site.
- 2 Plant deployed on site on daily basis/equipment operation and maintenance statistics.
- 3 Logbooks for all plant, equipment and personal deployed on site/daily log of activities.
- 4 Assets register for Office furniture and equipment for site use 5 Incident and accidents logbook.
- 6 Occupational health and safety meetings minutes.
- 7 Jobs created.
- 8 Skills transfer program.
- 9 Diesel consumption.
- 10 Planned Maintenance Program.
- 11 Strategic stock control registers.
- 12 Service and maintenance records for plant and equipment.
- 13 Waste volumes and waste analysis results.

- 14 Location of waste placement, including a map.
- 15 Inventory of cover material used during the month.
- 16 Environmental monitoring data and results.
- 17 Daily photographs of the working phase.
- 18 Safety records, including safety training, surveys, personnel requirements, etc.

NB: The above documents should be kept up to date as they are audited on quarterly basis by external auditors as per the conditions of the landfill permits/licenses.

5.10 REPORTING

The Site Operator shall be responsible for ensuring that:

All personnel at the site know the procedures for reporting accidents, injuries, fires and other unusual occurrences on site.

Incident reporting instructions are regularly updated to ensure that latest telephone numbers for ambulance; doctor, hospital, fire department; law enforcement and spill response are readily available as and when required.

Where an incident occurs on site, the Site operator will ensure that the incident is recorded and reported to the CoM, relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating licence.

Where an injury has occurred, the Site operator shall ensure that the injured are provided with lifesaving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.

Monthly reports are compiled and submitted to the Solid Waste Management Services Division during monthly meetings on an approved format.

5.11 MEASUREMENT AND PAYMENT

The bidder shall give the total all-inclusive prices in South African Rands inclusive of all taxes and discounts in the pricing schedule. This pricing will be recorded in the Tender Register. Where conflicts exist between the prices quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the prices quoted in the pricing schedule shall prevail.

The following prices will be required from all Site operators. Where the item is not priced it will be assumed that the Bidder has included the price of executing the item elsewhere in its rates:

Establishment and de-establishment of site

5.11.1 Establishment of site

This rate will apply for the transportation of the key plant and equipment to the site, preparation of the weighbridge system to receive incoming waste as well as preparation of the disposal area which may include spreading, compacting, and covering of waste. It should be noted that the Site Operator can only claim for this item once the provision of key plant, personnel, security services and preparation of the disposal area is in place as per the contract and is ready to commence with landfill operation.

5.11.2 De-establishment of site

This rate includes the cost related to handing over the site to the incoming Site Operator, and the removal of heavy key plant, personnel, and equipment from the site. It should be noted that the Site Operator can only claim for this item once the Department has approved the handover of the site by the outgoing Site Operator and a signed completion certificate is issued.

5.12 Management and operation of the site

5.12.1 Provisioning of personnel to achieve the scope of work.

This rate includes the costs related to the supply of personnel to achieve the scope of works as per the contract.

5.12.2 General housekeeping of Landfill site

This rate includes the cost related to the provision of municipal services, gardening services, cleaning of buildings etc.

5.12.3 Provisioning of essential plant and equipment

This rate will cover the cost for the provision of plant, equipment, and fuel to achieve the scope of work which among others includes:

- Maintenance of the access roads on/to the site (i.e during both wet and dry season)
- The formation of the active cells (wet and dry cells);
- Creation of the external and internal berms;
- Spreading the deposited waste;
- Compaction of the deposited waste to the required compaction density;
- Daily covering of waste as per minimum requirement;
- Chipping of garden waste and maintenance of the compost area in accordance with the contract;
- Maintenance of slopes as required;
- Clearing of stormwater channels;
- Leachate management;
- Clearing of illegal dumping on the buffer zone;
- Maintenance of firebreaks; • Dust control on site;
- Daily litter picking.

5.12.4 Composting

This rate includes the cost of maintenance of the compost area, chipping of the received green waste, transporting of the chipped material and dressing of the slopes as required.

6. Provisioning of specialized equipment

This rate includes the provision for additional specialised equipment as and when required by the Department and will also be subject to the approval by the Department. The Site Operator will be required to bring in a fire fighting unit on site during dry season to quickly respond and control fires on site and the vacuum tanker truck to control excessive leachate on site.

7. Surveys

This rate includes the costs to conduct all required surveys as per license/permit conditions.

8. Infrastructure and buildings

This rate includes costs for all works related to the maintenance and repairs of infrastructure and buildings on site. This rate will also cover the cost of grass cutting at inactive cells to control fire outbreaks during dry season.

The rate also covers the replacement of fence, minor repair, and maintenance of 2.1m high concrete palisades. However, should the damage to the fence be a result of the site operator's negligence, the Site Operator will be liable for the costs of the damages.

9. Security

This rate will include the costs for the provisioning of security personnel and related tools and equipment (i.e.) Firearms, Monitoring system to execute the scope of works. However, should damages or theft on site be as a result of negligence by the security personnel on site, the Site Operator will incur the costs of damages and replacement of stolen items.

10. PROVISIONAL SUM

Provisional sum amount has been provided by City of Mbombela to meet additional needs or works not concluded in the scope of works in terms of this contract that may arise and services need to be procured elsewhere. The CoM will require the Site Operator to provide three quotes for approval before works can be implemented. The utilization of the provisional sum will be subject to the approval of City of Mbombela, no payments will be effected if the City of Mbombela did not authorise the utilization of the provisional sum amount.

In the event of any dispute arising from whether such pricing is market related or not, City of Mbombela reserves the right to call for three more quotations for the same material or works from three different suppliers and the cheapest of the three will be accepted by the Site Operator and City of Mbombela as the market related value.

11. PUBLIC LIABILITY INSURANCE

Servicer must submit, with acceptance letter and maintained for the duration of the contact:

Service operator all risk for half contract value suitable Service operators all risks insurance. Public insurance liability to the value of R 5 000 000.00

12. PENALTIES

Procedure for applying penalties:

The Employer will apply penalties upon observation of non-compliances on site. The following will be the procedure:

A notice or Instruction to rectify a non-compliance or Instruction within stipulated timeframe will be issued by the CoM.

An instruction will be issue for Minor offences such as, Control of nuisances, failure to cover over night or minor deviations from waste licences. **24 Hours will be given for rectification.**

A notice will be given for Major offences such as failure to have wet weather cell, failure to have the prescribed security personnel or equipment, failure to achieve the required compliance level, Major deviations from waste licences. Time for reification will be prescribed based on the type of offence.

Failure to adhere to instruction or Notice time frames will then result in penalties being used as stipulated below on 16.2.

Penalties will be issued immediately for serious violations under item 12.2.1 to 16.2.4 and therefore notices will not be issued for these items.

Below are applicable penalties and the corresponding amounts of thereof:

Item	Description	Penalty
12.2.1	Failure by the Site Operators to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:	R 50 000, 00 for first hour or part thereof, escalating by R5 000, 00 until the matter is rectified.
12.2.2	Failure to notify City Representatives or Technical advisors in writing, within the 24-hour period of plant breakdown	R 10 000 per plant/vehicle
12.2.3	Failure to provide back-up plant within 72 hours of the breakdown. Take Note: Penalties will be applied until back-up Plant is provided and/or original equipment repaired or replaced	Compactor – R 10 000 Per day or part thereof Dozer – R 8 000 Per Day or Par thereof Tipper Truck- 6 000 per day Excavator – R 6 000 per day or part thereof Water Tanker- R 4 000 per day per day or part thereof
12.2.4	Failure to repair or replace plant with similar plant within the stipulated the 14-working day period. Take Note: Penalties will be applied plant is either repaired or replaced with one of similar specification	Compactor – R 10 000 Per day or part thereof Dozer – R 8 000 Per Day or Par thereof Tipper Truck- 6 000 per day Excavator – R 6 000 per day or part thereof Water Tanker- R 4 000 per day per day or part thereof
12.2.5	Failure by the Site Operator to adequately cover overnight with material (excluding limited volumes of waste delivered by Customer Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes. 10 000 per day until the matter is corrected.	Failure by the Site Operator to adequately cover overnight with material (excluding limited volumes of waste delivered by Customer Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes. 10 000 per day until the matter is corrected.

12.2.6	Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control	R4 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
12.2.7	Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal)	Site operators to correct slopes at own costs
12.2.8	Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 3 (horizontal)	Site operators to correct final landform at own costs.
12.2.9	Failure to achieve the minimum compaction Ratio of 950kg/m ³	R 250 000.00 on confirmation of non-compliances by technical advisor
12.2.10	Failure to prepare a Wet weather cell in preparation of rainy season	R10 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
12.2.11	Failure to have the specified security personnel and security equipment on site	Security Personal - R 5 000 per Security guard per day or part thereof until it is rectified. Security equipment: R 2 500 per day or par thereof, until security personnel are equipped will all required equipment as per specification.
12.2.12	Failure to have the specified waste spotter personnel at the workplace.	R 2 000, 00 per day or part thereof until situation is rectified.
12.2.13	Failure by the operating Site operators to achieve a compliance level during the environmental audits, both internal and external that can be contributed to the Site operators' negligence.	Maximum of R20 000, 00 per occurrence. If the non-compliance is not rectified before the next audit.
12.2.14	Any proven deviation from the operating licence conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 2008 ", and Regulations of the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations, Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards, Gazetted 23 August 2013.	R5 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.

AFTER 24 HOURS, AN OCCURRENCE WILL BE DEEMED A NEW OCCURRENCE

NB: THE CITY OF MBOMBELA WILL TERMINATE THE CONTRACT IMMEDIATELY IN CASE THE SITE OPERATOR FAILS TO RECTIFY THE FOLLOWING NON-COMPLIANCES:

- Failure to provide key plant (e.g., dozer, compactor, and excavator) for consecutive 30 days after the grace period as provided for under 7.1 will warrant termination of this contract.
- Failure to achieve Compaction ratio of 950kg/m³ on two occasions. Will warrant termination.
- Failure to rectify slopes (16.2.7 and 16.2.8).
- Unable to correct audits findings and recommendations by the next audit i.e., recurrence of same non compliances will warrant termination.
- Penalties that amount to a third of the monthly invoice will warrant termination.

13. OCCUPATIONAL HEALTH AND SAFETY SURVEY

SCOPE OUTLINE

The following parameters must be evaluated:

Artificial Illumination: Survey in accordance with requirements of the environmental regulations Of OHS Act (85 of 1993).

Noise (including personal dosimeter and production measurements) – Survey for hearing onversation purposes, 7 of the OHS Act (85 of 1993) and SANS 10083:2013, including office, vehicle, and perimeter measurements): Measurements must be done in accordance with SANS code of practice 10083:2013 edition 5.2

Heat Stress: Estimation of heat stress will be conducted according to ISO 7243 and OHS Act (85 of 1993).

Hazardous Biological Agents Sampling: Determination of employee's exposure to hazardous biological agents, OHS Act 85 of 1993(8 samples to be taken).

Hazardous chemical substances assessment: Assessment must comply with Department of Labour minimum requirements as stipulated in the regulations for hazardous chemical substance No. R1179 (8 samples to be taken).

Cold stress: done in accordance with the environmental regulations 2 of thermal requirements.

Thermal Comfort: to be done in accordance with ISSO7730 (1994)- Conditions for thermal comfort.

Ventilation: Measurement of the ventilation to be conducted according to stipulations as prescribed in SANS10400-0 Edition 3.

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14. SAMPLES

Sample collected must be submitted to accredited laboratory for analysis. Reports to be issued within 30 days after completion of survey.

15. REPORTING

Upon completion of the project, a comprehensive report will be presented. A draft report will be forwarded in an electronic format for review and comment before finalisation of report.

SITE RULES

General Rules:

The service operator is legally bound to operate the site in accordance with the operational contract set out by the City of Mbombela and the "Minimum Requirements for Waste Disposal by Landfill"; therefore, instructions from the operating service operator's personnel must be adhered to.

- No person is allowed to enter the site under the influence of drugs or alcohol.
- No firearm allowed on site.
- No hazardous waste is allowed.
- Obey all Signages on site.
- All personnel must wear appropriate Personal Protection Equipment.
- No open fires or waste burning is allowed on the site and the buffer.
- Littering is prohibited on site.
- All open skips and trucks carrying waste must be covered with a net before entering the site.
- Speed limit of 20 km must not be exceeded and all traffic rules must be adhered to.
- Wheels of vehicles leaving the site shall be washed at the wheel wash bay as and when instructed by the service operator's personnel.
- Children are not allowed on site.
- Visitors must adhere to all security measures on site.
- All vehicles with oil leakages will be denied access to the site.
- All vehicles must be stopped for a waste screening process.
- All visitors must report to the Site Operator's/CoM Site Manager's Office for site specific induction before entering the operational landfill site.
- Report all Health & Safety accidents, near misses and environmental incidents.

Access Control Rules:

- Only general waste may be disposed of on the facility.
- All vehicles entering the site must fill in the register at the entrance gate, each time the vehicle access the site.
- The waste disposal site and all its facilities are used at the user's own risk.
- The user exonerates the CoM and the personnel from any claim for loss or damages of any nature whatsoever originating or emanating directly or indirectly from the use of the facility.
- Only one driver and one assistance are allowed to enter the site.

Weighbridge Area Rules:

- No vehicles may exceed permitted mass loads.
- Vehicles exceeding limits for mass loads per axle as set out by the Department will be in violation and therefore a site violation will be issued.
- Vehicle's load must be confirmed by the site user whilst still on site.
- Damage to weighbridge side rails or structure by the client must be fixed by the client.
- Invoicing of account holders will be according to the indicated tariff structure.
- Site users will be blocked of the site if they provide incorrect or misleading information.
- All drums and containers will be inspected at the weighbridge prior to disposal at the workplace.
- No sealed containers will be accepted on site.
- Empty containers displaying hazard or warning signs will not be permitted at the facility.
- Only one vehicle is permitted on the weighbridge scale at the time.
- All drivers must collect and sign the slips before leaving the site.

Public Offloading and Composting Area Rules:

- Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating service operator's personnel.
- Site users are responsible for off-loading their vehicles and must provide adequate labour and equipment.
- Compostable garden refuse must be disposed of at the composting area.
- Persons with LDV's or cars making use of the public disposal facility, will be required to off-load waste in the demarcated containers indicated by the site operator.

Working Face Rules:

- Reclamation of waste by vehicle drivers and/ or their assistants is not allowed on site.
- All vehicles will be directed to a disposal area and all drivers must adhere to the instruction given by the operator's personnel/spotter at the working face.
- Driver's assistance or people offloading waste at the working face must be aware and maintain a distance of 10m from any moving vehicles.
- No refuelling of vehicles by site users is permitted on site.
- Refuelling of plant or equipment should be done at designated area.

BILL OF QUANTITY
HAZYVIEW WASTE DISPOSAL SITE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE (Excluding VAT)	AMOUNT
1	ESTABLISHMENT AND DE-ES TABLISHMENT OF THE SITE				
	FIXED COSTS				
1.1	Site establishment which includes the site handover, provisioning of personnel and security, heavy plant and equipment transportation to site and preparation of the working face to receive waste	No	1		
1.2	De-establishment which includes handing over of the site to the incoming service provider, the removal of plant, personnel, and equipment at the end of the contract. (Upon issuance of a signed completion certificate by the Department.)	No	1		
	Carry to summary	TOTAL FOR THE EST ABLISHMENT AND DE-ESTA BLISHIPMEN T OF SITE			
2	MANAGEMENT AND ADMINIST RATION				
2.1	Management and operation of the landfill site i.e. supply of Personnel and equipment to achieve the scope of works	Month	36		
2.2	General housekeeping of Landfill site i.e.: Provisioning of municipal Services, gardening services, cleaning of buildings)	Month	36		

2.3	Provisioning of essential plant and equipment to achieve the scope of work (includes amongst others, berm construction, clearing of stormwater channels, clearing illegal dumping on buffer zone, maintenance of firebreaks)				
2.3.1	20 Ton Compactor	Month	36		
2.3.2	D6 Dozer	Month	36		
2.3.3	10 m³ Trucks	Month	36		
2.3.4	5000L Water Tanker	Month	36		
2.3.5	4x4 Skip Loader	Month	36		
2.3.6	1 x LDV 1ton	Month	36		
2.3.7	1 x 4x4 TLB	Month	36		
2.3.8	1 x Trailer system-type Garden waste shredder	Month	36		
	Carry to summary	TOTAL FOR MANAGEMENT AND ADMINISTRATION			
3	PROVISION OF SPECIALISED PLANT AND MACHINERY				
3.1	Allowance of provisioning of firefighting equipment	Prov sum	1	R 100 00 0	R 100 000
3.2	Allowance for Additional leachate pumping with a submersible pump	Prov sum	1	R 250 00 0	R 250 000
3.3	1 x Excavator	Day	60		
3.4	1 x Grader	Day	15		
3.5	1 x Double cab bakkie	Day	36		
3.6	1 x Small Firefighting unit	Day	12		
	Operations overhead charges on Prov. Sum Item 3.1 and 3.2 (maximum of 10 %)	%	350 000		
	Carry to Summary	SPECIALISED PLANT AND MACHINERY			

4	SURVEYS				
4.1	Monthly site surveys to determine waste deposition volumes	No	36		
4.2	Annual Topographical surveys entire site (must include all waste disposal cells and all dams)	No.	3		
4.3	Annual Hygiene Occupational survey as per scope works	No	3		
4.4	Annual Medical surveillance tests for All staff on site (must be conducted on site)	No	3		
	Carry to summary	TOTAL FOR SURVEYS			
5	INFRASTRUCTURE AND BUIL DINGS				
5.1	Day works				
5.1.1	Artisan(welder)-Skilled	Hour	20		
5.1.2	Plumber-Skilled	Hour	80		
5.1.3	Electrician skilled	Hour	80		
5.1.4	Labourer-skilled	Hour	80		
5.2	Allowance for purchasing material for repair of infrastructure around the site	Prov. Sum	3	R 30 000.00	R 90 000.00
5.3	Repair and maintenance of notice boards	Prov. Sum	3	R 20 000.00	R 60 000.00
5.4	Supply of odour control chemicals	Prov. Sum	1	R 150 000.00	R 150 000.00
5.5	General grass cutting and weed control at non active compost cells (once per quarter +/- 600 m ²	No.	12		

5.6	Replacement of fence, minor repair and maintenance of 2.1m high concrete palisades or part thereof (only on instruction by employer)	Meter	1000		
5.7	Operations overhead charges on Prov. Sum Item 5.2, 5.3, and 5.4. (Maximum of 10 %)	%	300 000.00		
	Carry to summary	TOTAL FOR INFRAS TRUCTURE AND BUILDI NGS			
6	SECURITY AND ALARM				
6.1	Security as specified in the Scope of works				
6.1.1	Provisioning of security Personnel as per specifications	Month	36		
6.1.2	Supply of tools and equipment (Firearms, Monitoring system)	Month	36		
	Carry to summary	TOTAL FOR SECURITY			

SUMMARY OF BOQ FOR HAZYVIEW WASTE DISPOSAL SITE

ITEM	DESCRIPTION MEASUREMENT COST	AMOUNT
1	ESTABLISHMENT AND DE-ESTABLISHMENT	
2	MANAGEMENT AND ADMINISTRATION	
3	PROVISION OF SPECIALISED PLANT AND MACHINERY	
4	SURVEYS	
5	INFRASTRUCTURE AND BUILDINGS	
6	SECURITY AND ALARM	
TOTAL BID AMOUNT EXCLUDING VAT		
ADD VAT (15%)		
TOTAL BID AMOUNT INCLUDING VAT		
MAIN INDICES BASE CPI 2024 AS AT OCTOBER 2024		

All prospective bidders must furnish the bill of quantities in full, and failure to do so will result in immediate disqualification.

Provisional Sums will be sourced through a rates-based quotation as quoted in the Bill of Quantity.

MBD 3.1

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

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

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

Name of bidder..... Bid number: COM121/2024
Closing Time 11:00 on 31 January 2025 at 11:00

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QTY	DESCRIPTION	BID PRICE IN RSA CURRENTLY (INCLUDING VAT)

- Required by
- At:
- Brand and model
- Country of origin
- Does the offer comply with specification? ***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
***Delivery: Firm/not firm**
- Delivery basis (all delivery costs must be included in the bid price)

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

Procurement Related Enquiries:
 Skhumbuzo Metiso
 Supply Chain Management
 Tel No: 013 759 2105
 Email address:
skhumbuzo.metiso@mbombela.gov.za

Technical Enquiries:
 Lesiba Maluleke
 Community Services
 Tel No: 013 759 2239
 Email address:
lesiba.maluleke@mbombela.gov.za

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):...

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

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

3. 8.1 If yes, furnish particulars.....

.....
¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, 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.

.....

.....

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

.....

2.1 If no, this serves to certify that the tenderer 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 then 30 days?

.....

.....

2.2 If yes, please provide particulars

.....

.....

2.1 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

.....

..... **a.**

If yes, furnish particulars

.....

.....

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

YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration P_{max} =

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 point	
2.	for at least 30% woman or women shareholding or owned enterprise	2 point	
3.	For at least 30% youth shareholding or owned enterprise	2 point	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 point	
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction (Mbombela)	2 point	
6.	for enterprise who will sub-contract 30% of the contract value to EMEs in the ward or local communities where the services to be rendered or works to be undertaken.	2 point	
7.	for corporate social investment (CSI) or social labour plan proposition	5 points	
6.	for valid B-BBEE level 1 contribution (SANAS accredited BBBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	3 point	
The City will utilize the CSD report for the above-mentioned information.			

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12)

Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME:..... DATE: ADDRESS:.....

MBD 7.1

THIS MBD FORM MUST NOT BE COMPLETED PRIOR TO APPOINTMENT. IT WILL BE ONLY BE FURNISHED AND SIGNED BY THE SUCCESSFUL BIDDER/SERVICE PROVIDER

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022 and the City Preferential Procurement Policy;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

MBD 7.1

(BIDDERS / SERVICE PROVIDERS MUST NOT FILL THIS PART TWO OF THIS MBD 7)

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER /CITY OF MBOMBELA)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

MBD 8

2.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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:		
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		Yes ☐	No ☐

	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?	—	—
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its **members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, __, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as ____

hereby authorize Mr/Ms__ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
-------------------------------------	--	-------	--

PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
--

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

_____authorized signatory of the Company/Close Corporation/Partnership (name)__, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			

Y PRO: (20 P) Q₃				
	SUB TOTAL	20		
	TOTAL	100		