



GARDEN ROUTE DISTRICT MUNICIPALITY

TENDER NO. GRDM/19/23-24

TENDER DOCUMENT

FOR

**OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE
MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT
MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS**

December 2023

ISSUED BY:

Garden Route District Municipality
54 York Street
GEORGE
6529

PREPARED BY:

Zutari (Pty) Ltd
Suite 201, 2nd Floor Bloemhof Bldg
65 York Street
GEORGE, 6529

NAME OF TENDERER:

TENDER AMOUNT.....(VAT incl.)

PERIOD: Ten (10) years

B-BBEE LEVEL:

TENDER NOTICE

Jou roete na vooruitgang • Indlela yakho eya empumelelweni • Your route to prosperity



FORMAL TENDER ADVERT

Tenders are hereby invited for:		OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS			
Period:	Ten Years				
Advertisements:	Newspaper; Municipal Notice Boards; Municipal Website & E-Publication				
Tender Number:	GRDM/19/23-24	Publish date:	03 DECEMBER 2023	Closing date:	15 FEBRUARY 2024
Tender application's closing time: 11:00 Tenders will be opened immediately after the aforementioned time at the Garden Route District Municipality Head Office, 54 York Street, George.					
Where to access tender documents					
Tender documents are obtainable from Nathan Juries during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1310; E-mail: nathan@gardenroute.gov.za		Printed copies of the tender can be obtained at a non-refundable fee of R350.00, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za			
Important notes					
<ol style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. Tender and supporting documents must be delivered in an envelope, clearly marked "GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS" at the Garden Route District Municipality's Head Office, 54 York Street, George Tenders may only be submitted on the tender document issued by the Municipality. Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents with your bid will render the bid non-responsive. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period; non-tax compliant bidders will be disqualified. VAT must be included in all prices (VAT vendor must be registered). Late tenders, tenders per fax or e-mail will not be accepted. Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. Council reserves the right to accept any bid proposal in full or part thereof. Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. Tenders will only be considered in accordance with the bid requirements. 					
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 10/10 points in respect of B-BBEE level contributor status and Locality.					
Compulsory Briefing Session:	Date: 25 January 2024 Time: 11:00 AM Cut off time: 11:15 AM Venue: Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay. Followed by site meeting on Farm 419, Mossel Bay (34°10'42''S 21°57'17''E)	CIDB Grading	None		
Clarity on bidding procedures may be directed to:		Mr Nathan Juries; Tel: (044) 803 1310; E-mail: nathan@gardenroute.gov.za			
Clarity on technical information may be directed to:		Mr Andre Keyser; Tel: (044) 874 2165 E-mail: george@zutari.com Mr Johan Gie; Tel: (044) 693 0006 E-mail: johang@gardenroute.gov.za			
Notice no.	161/2023				
Authorised by:	MG Stratu, Municipal Manager, Garden Route District Municipality				

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CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the Tender Document

Description of document	Document number	Yes	No
Tender Conditions & Information		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to Tender and Part B: Terms and Conditions for Tendering	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Tender Notice		<input type="checkbox"/>	<input type="checkbox"/>
Returnable documents	Page 11	<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement	Tender Conditions & Information, Clause 19	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance	page 38	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4 page 40	<input type="checkbox"/>	<input type="checkbox"/>
Declaration for procurement above R 10 million including the provision of financial statements	MBD 5 page 43	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1 page 45	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1 page 52	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Tenderer's past supply chain management practices	MBD 8 page 54	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9 page 56	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory	Page 59	<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of Contract & Tender Requirements	Page 66	<input type="checkbox"/>	<input type="checkbox"/>
Tender Requirements	Page 76	<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule	page 78	<input type="checkbox"/>	<input type="checkbox"/>

Please sign on Completion.

.....
NAME OF THE TENDERER

.....
SIGNATURE

.....
DATE

TENDER CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity must be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

- (a) **A copy of the recorded Resolution taken by the Board of Directors, members, partners, or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.**
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 15 February 2024.**
- (b) **Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.**

6 Opening, Recording and Publications of Bids Received.

- i. Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
- ii. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- iii. Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate / SARS TCS Pin

- i. Compulsory requirement to submit active, valid Tax Compliance Status Pin (TCS) for independent verification of Tax status as at Bid evaluation stage.
- ii. Bids submission not supported by a valid SARS TCS Pin will be non-compliant.
- iii. Consortia / joint ventures / sub-contractors are involved; each party must submit individual SARS TCS Pin.
- iv. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period, non-tax compliant bidders will be disqualified.

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 Acceptance or Rejection of a Bids

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Clarification Meetings

A compulsory Clarification Meeting will be held on 25 January 2024 at 11:00 at Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay, followed by site meeting on Farm 419, Mossel Bay (34°10'42''S 21°57'17''E).

12 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

14 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Policy of Garden Route District Municipality, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.

15 Expenses Incurred in Preparation of Bid

The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

16 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

17 Validity Period

*Bids shall remain valid for **180 days** after the bid closure date.*

18 General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 Municipal Rates, Taxes and Charges

- i. The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors in its Bid Document submission.
- ii. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not arranged for a settlement before the bid closure date will be disqualified.
- iii. *Bids submission not supported by a recent municipal account will be non-compliant. In the event of leasing, a valid lease agreement must be attached to the bid document.*
- iv. A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.
- v. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.

20 Contact with Municipality after Bid Closure Date

- i. Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- ii. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality.
- iii. Any attempt by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

21 B-BBEE Supplier Bid Declaration

- i. Bidders should complete the "preference claimed for" block in front page of the document, bid declaration point 1.4, 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.
- ii. Bids submission not supported by a B-BBEE certificate / sworn affidavit will be non-compliant.
- iii. Joint Ventures and Consortiums to submit a valid B-BBEE certificate in the name of the Joint Venture or Consortium

22 Section 33 process

IMPORTANT NOTE. Following the award of this Tender and prior to the undersigning of a Service Level Agreement, a process in terms of Section 33 of the Local Government: Municipal Finance Management Act, Act No. 56 of 2003 will have to be followed. This process will take at least 60 days from the day that the draft Service Level Agreement is advertised for comments or representations, up till the signing of a Service Level Agreement.

23 Eligibility

Only those bidders who satisfy the following criteria are eligible to submit bids:

- i Attendance at the compulsory Clarification Meeting
- ii Completion of form MBD 5 AND Schedule 15 Tenderer's Banking Code
- iii Financial Standing

The Tenderer's financial standing and capacity will be taken into account by evaluating their bank ratings. Tenderer's are to complete Schedule 15 for evaluation in this regard. Only Tenderers with bank ratings of A, B, C and D will be evaluated:

Bank Code definitions:

- Code A: Undoubted for the amount
- Code B: Good for the amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for the amount
- Code E: Amount too high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commission occurs frequently

- iv Completion of the Schedule of References/Referees.

**PART A
INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
TENDER NUMBER:	GRDM/19/23-24	CLOSING DATE:	15 FEBRUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT					
GARDEN ROUTE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
54 YORK STREET					
GEORGE					
6529					
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPULSORY TO BE COMPLETED BY THE TENDERER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL				TOTAL TENDER PRICE	R
SIGNATURE OF TENDERER				DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED					
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES			DRDM / Zutari (Pty) Ltd	
CONTACT PERSON	Mr. Nathan Juries			Mr. Johan Gie / Mr. André Keyser	
TELEPHONE NUMBER	(044) 803 1310			(044) 693 0006 / (044) 874 2165	
FACSIMILE NUMBER	N/A			N/A	
E-MAIL ADDRESS	nathan@gardenroute.gov.z			johang@gardenroute.gov.za / george@zutari.com	

PART B**TERMS AND CONDITIONS FOR TENDERING**

1. TENDER SUBMISSION:	
1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS TENDER 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 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.	
2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.	
2.6 IN TENDERS 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 TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	
4. CIVIL ENGINEERING DEVELOPMENT BOARD (CIDB) GRADING	
4.1. Tenderers must have, at least, a 5CE Grading.	

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

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS TENDER IS SIGNED:

DATE:

RETURNABLE DOCUMENTS

List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

SCHEDULE	1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	
1.	Clarification Meeting Attendance Certificate	Tick if completed and submitted
2.	Record of Addenda to Tender Document	Tick if completed and submitted
3.	Schedule of Work Experience	Tick if completed and submitted
4.	Schedule of Plant and Equipment	Tick if completed and submitted
5.	Schedule of Staff	Tick if completed and submitted
6.	References and Referees	Tick if completed and submitted
7.	Schedule of Estimated Monthly Expenditure for first 1 year	Tick if completed and submitted
8.	Health and Safety Plan	Tick if completed and submitted
9.	Evaluation of Functionality	Tick if completed and submitted
10.	Proposed Amendments and Qualifications by Tenderer	Tick if completed and submitted
11.	Performance Security	Tick if completed and submitted
12.	Joint Venture Information	Tick if completed and submitted
13.	Site Management Plan	Tick if completed and submitted
14.	Other information submitted	Tick if completed and submitted
15.	Tenderer's Banking Code	Tick if completed and submitted

PART C	2. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT	
	Certificate of Municipal Services	
	Form of Offer and Acceptance	
	MBD 4: Declaration of Interest	
	MBD 5: Declaration for Procurement above R 10 million	
	MBD 6.1: Preference Points Claim Form	
	Sworn Affidavit – B-BBBEE Exempt Micro enterprise	
	MBD 7.1: Purchase of Goods/Services	
	MBD 8: Declaration of Tenderer's past Supply Chain Management Practices	
	MBD 9: Certificate of Independent Bid Determination	
	Authority of Signatory	
	Performance Security/Guarantee	
	Company Details (ownership, partnership, Trusts etc.)	To be completed at Contract Stage
	Occupational Health and Safety Agreement	
	Details of Insurances	
	Pricing Instructions	Tick if completed and submitted
	Pricing Schedule	Tick if completed and submitted

Returnable Schedules

Clarification Meeting Attendance Certificate

SCHEDULE 1: CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to Tender Conditions

This is to certify that I/we,
(the representative(s))

representing (the tenderer)
.....

of (address)
.....
.....

telephone number

fax number

on (date)

attended the clarification meeting, have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence of affect my/our Tender.

Attendance of the above person(s) at the Clarification Meeting is confirmed by::

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name).

SIGNED BY EMPLOYER'S AGENT / REPRESENTATIVE:

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 2: RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

Number of sheets, appended by the tenderer to this Schedule(If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Tenderers must present verifiable proof of successfully completing a project(s) within the last 5 years of the following:

- The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken. The tenderer must include contact details and must attach client reference letters as proof of experience (see Schedule 6 for suggested Pro Forma Reference/Referee letter).

EMPLOYER (NAME, TEL No. AND Email.)	CONSULTING ENGINEER (NAME, TEL No. AND Email.)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED/CURRENT CONTRACTS				

Contract No. **GRDM/19/23-24**

Schedule of Plant and Equipment
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SCHEDULE 4: SCHEDULE OF PLANT AND EQUIPMENT

The Tenderers shall list all items of plant and equipment that are intended for use on site, with particular reference to those items listed as the minimum required, in the Operations Specifications Section 5.3. Should the Tenderer feel that in order to carry out operations in accordance with the Specifications, additional plant and equipment beyond the minimum specified, is required, these items must be added to this schedule.

The Tenderer must provide comprehensive proof of availability for deployment, of these items of plant and equipment, in the form of rental agreements, lease agreements, registration papers etc. This must be appended to this schedule.

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

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE TENDERER:

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

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE TENDERER:

Schedule of Staff

SCHEDULE 5: SCHEDULE OF STAFF

Note that Curricula Vitae and certified copies of qualifications, must be appended to this Schedule. Failure to provide comprehensive Curricula Vitae, will render the Tender non-responsive.

Details that cannot fit in the tables below, may be appended to this Schedule.

Ensure that compliance with the requirements of the relevant Clauses of the Operations Specifications regarding staff, are comprehensively satisfied (Section 5.2).

CONTRACTS MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

SITE MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

Financial Administrator	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

SIGNED ON BEHALF OF THE TENDERER:

LABORATORY MANAGER	NAME: NQF LEVEL			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

HEALTH AND SAFETY OFFICER	NAME: NQF LEVEL			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

FIRE OFFICER	NAME: NQF LEVEL			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

SIGNED ON BEHALF OF THE TENDERER:

FIRST AID OFFICER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

WEIGHBRIDGE OPERATOR	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	COMPREHENSIVE DETAILS OF RELEVANT WORK	POSITION HELD	VALUE OFWORK	NUMBER OF YEARS

DRIVERS AND OPERATORS				
NAMES	COMPREHENSIVE DETAILS OF RELEVANT WORK AND PLANT OPERATED	POSITION HELD	NUMBER OF YEARS	

SIGNED ON BEHALF OF THE TENDERER:

SKILLED LABOUR, SUPERVISORS				
NAMES	COMPREHENSIVE DETAILS OF RELEVANT WORK AND DUTIES		POSITION HELD	NUMBER OF YEARS

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER:

References and Referees

SCHEDULE 6: SCHEDULE OF REFERENCES/REFEREES

SUGGESTED PRO-FORMA LETTER

Date _____

Garden Route District Municipality

54 York Street

GEORGE 6529

Dear Sir

TENDER NO.: GRDM/19/23-24

**TENDER DESCRIPTION: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY
FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS**

NAME OF TENDERING ENTITY: _____

The table below summarises the scope of work performed by the abovementioned tendering entity on the project described below.

Project name	
Details and Location of project	
Scope of works (including Landfill size – metric ton per day, waste type G or H)	
Completion date	
Comments	

Yours faithfully
Contract No. **GRDM/19/23-24**

Name (*Employer/Consultant*): _____

Signed: _____

Designation: _____

For: _____

E-mail: _____

Tel No.: _____

Note: A reference letter per Project is required

SIGNED ON BEHALF OF THE TENDERER:

Schedule of Estimated Monthly Expenditure (for first 12 months)
--

SCHEDULE 7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE (FOR FIRST 12 MONTHS)

The tenderer shall state his estimated expenditure indicating the values of each monthly claim for the first 12 Months of the Contract

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
11.	R
12.	R
SUB TOTAL	R
CONTINGENCIES (10%)	R
SUB TOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT 15%)	R

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 8: HEALTH & SAFETY PLAN

SIGNED ON BEHALF OF TENDERER:

.....

Evaluation of Functionality

SCHEDULE 9: EVALUATION OF FUNCTIONALITY (FOR INFORMATION PURPOSES ONLY)

The description of the criteria and the maximum possible score for each Functionality criterion is shown in the table below. The final score achieved for that Functionality Category will be the sum of the scores achieved for the individual criteria. Note that Tenderers are only required to sign this schedule i.e. information will be verified based on documentation submitted.

The minimum score for quality is 75 (70%). Tenderers that fail to achieve the minimum score will be declared non-responsive..

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to the schedule titled **Certificate of Authority for Joint Ventures**).

See Section 5.2 for detailed requirements

CRITERIA	FUNCTIONALITY CATEGORY	DESCRIPTION/CRITERIA	POINTS	MAXIMUM
STAFF/PERSONNEL	<u>CONTRACTS MANAGER</u> A qualified individual with proven experience in the management of Large landfills (greater than 500 ton disposed per day) with the disposal of both general and hazardous wastes. He/she need not be on site on a full-time basis.	No CV attached or less than 1 years' experience	0	15
		1 – 5 years' experience	4	
		More than 5, up to 10 years' experience	8	
		10 years' or more than 10 years' experience	15	
	<u>SITE MANAGER.</u> An individual with proven experience in the management of landfilling operations on Large landfills (hazardous and general wastes). He/she shall be on site on a full-time basis.	No CV attached or less than 1 years' experience	0	15
		1 – 5 years' experience	4	
		More than 5, up to 10 years' experience	8	
		10 years' or more than 10 years' experience	15	

SIGNED ON BEHALF OF THE TENDERER:

STAFF/PERSONNEL	<u>FINANCIAL ADMINISTRATOR</u> <i>A suitably qualified and registered person e.g. accountant, with proven experience in financial administration.</i>	No CV attached or less than 1 years' experience	0	5
		1 – 3 year's experience	1	
		More than 3, up to 5 years' experience	3	
		5 years' or more than 5 years' experience	5	
STAFF/PERSONNEL	<u>LABORATORY MANAGER</u> <i>A suitably qualified individual with proven experience in the management of a chemical laboratory and staff</i>	No CV attached or less than 1 years' experience	0	5
		More than 1, up to 3 years' experience	3	
		More than 3 years' experience	5	
	<u>HEALTH AND SAFETY OFFICER</u> <i>A formally trained and qualified Health and Safety officer with proven, relevant qualifications and proven experience on landfills.</i>	No CV attached or less than 3 months' experience	0	3
		More than 3, up to 6 months' experience	1	
		More than 6 months', up to 1 years' experience	2	
		More than 1 years' experience	3	
	<u>FIRE OFFICER</u> <i>A formally trained and qualified Fire Officer with proven, relevant qualifications and proven experience on landfills.</i>	No CV attached or less than 3 months' experience	0	3
		More than 3, up to 6 months' experience	1	
		More than 6 months', up to 1 years' experience	2	
		More than 1 years' experience	3	

SIGNED ON BEHALF OF THE TENDERER:

STAFF/PERSONNEL	<u>FIRST AID OFFICER</u> <i>A formally trained and qualified First Aid Officer with proven, relevant qualifications and proven experience on landfills</i>	No CV attached or less than 3 months' experience	0	3
		More than 3, up to 6 months' experience	1	
		More than 6 months', up to 1 years' experience	2	
		More than 1 years' experience	3	
	<u>WEIGHBRIDGE OPERATOR</u> <i>A suitably trained individual with proven experience in the operation of a weighbridge.</i>	No CV attached or less than 3 months' experience	0	3
		More than 3, up to 6 months' experience	2	
		More than 6 months' experience	3	

SIGNED ON BEHALF OF THE TENDERER:

STAFF/PERSONNEL	<u>DRIVERS AND OPERATORS</u>	80% of drivers and operators have less than 6 months' experience	0	5
		80% of drivers and operators have 6 months', up to 1 year's, experience	3	
		80% of drivers and operators have more than 1 years' experience	5	
	<u>SKILLED AND TRAINED STAFF AT WORK FACE</u>	80% of skilled/trained staff have less than 6 months' experience	0	5
		80% of skilled/trained staff have 6 months', up to 1 year's, experience	3	
		80% of skilled/trained staff have more than 1 years' experience	5	

PLANT AND EQUIPMENT	<u>PLANT AND EQUIPMENT</u>	No Plant and equipment or less than the minimum specified	0	20
		Minimum plant and equipment as specified	18	
		Minimum plant and equipment as specific, plus additional, relevant items	20	
EXPERIENCE	EXPERIENCE	No landfill experience, or experience in one of General or Hazardous waste only	0	25
		Experience on landfills taking 500 metric tons per day of General, and 1 metric ton of Hazardous, waste	24	
		Experience on landfills taking more than 500 metric tons per day of General, and more than 1 metric ton of Hazardous, waste	25	
		<u>Maximum score achievable</u>		<u>107</u>

SIGNED ON BEHALF OF THE TENDERER:

Proposed Amendments and Qualifications by the Tenderer

SCHEDULE 10: PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

The Tenderer must record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender, free of qualifications and strictly on the basis of the Tender Documents is also submitted. In addition, a complete Tender Document containing the proposed amendments, must also be submitted.

PAGE	CLAUSE /ITEM	PROPOSAL / DESCRIPTION

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Performance Security

SCHEDULE 11: PERFORMANCE SECURITY

Having examined the Contract Data, the Scope of Work and the Pricing Schedule, General Conditions of Contract, Performance Security under OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT and having reviewed my/our financial commitments, I/we have approached the insurance company/bank named below for a Guarantee in the exact terms of the Pro Forma Guarantee provided in these tender documents.

I/we hereby declare that the insurance company/bank named below is aware of my/our financial position and commitments in terms of this tender and any other tender offers made and is prepared to issue the Guarantee unconditionally, within the period called for in these tender documents, and until the end of Contract has been authorized in writing.

Name of proposed Guarantee provider:(Insurance Company/Bank)

Date: Signed on behalf of the Tenderer:.....

Date: Signed on behalf of the insurance company/bank:

SIGNED ON BEHALF OF TENDERER:

Joint Venture Information

SCHEDULE 12: JOINT VENTURE INFORMATION

In the case of a Trust, Consortium or Joint venture the following will apply:

- 1.) The Trust, Consortium or Joint venture agreement must be submitted as part of the Tender Documents;
- 2.) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- 3.) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the Tender, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- 4.) All members of the Trust, Consortium or Joint venture must submit, with the Tender Documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement as detailed in Schedule 26)

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 13: SITE MANAGEMENT PLAN

Site Management Plan to be attached here.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14: OTHER INFORMATION SUBMITTED

SCHEDULE 15: TENDERER'S BANKING CODE**BANKING DETAILS**

As part of the tender evaluation process it must be determined whether the Tenderer's financial management poses a risk to the Municipality or not.

For this purpose, the Tenderer's banking code must be provided for his business account.

The following information is required:

Name of Account Holder	
Name of Bank	
Name of Branch	
Contact Person at Bank	
Account Number	
Type of Account	
Bank Code as per attached letter	

Note: **Tenderers must attach to this page an ORIGINAL letter from the bank indicating the company's Bank Rating (Code) for its business account for the Tender amount and time applicable. The time shall be the contract period and the amount shall not be less than Tender Amount inclusive of VAT.**

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

SIGNED ON BEHALF OF TENDERER:

OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) © (ii).

Tender Number:	
Name of Tenderer:	

DETAILS OF THE TENDERER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Tenderer	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Tenderer / Contractor

at _____ on the _____ day of _____ 2023

Please note:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY TENDERER /S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed, NOT APPLICABLE with a reason and this DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement must be attached to the tender document.

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

**TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE
MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10)
YEARS**

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE
MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10)
YEARS**

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

IMPORTANT NOTE. Following the award of this Tender and prior to the undersigning of a Service Level Agreement, a process in terms of Section 33 of the Local Government: Municipal Finance Management Act, Act No. 56 of 2003 will have to be followed. This process will take at least 60 days from the day that the draft Service Level Agreement is advertised for comments or representations, up till the signing of a Service Level Agreement.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the
Employer

.....
(Name and address of organization)

Date:

GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS

NAME OF THE TENDERER

.....

DECLARATION OF INTEREST

1.	No Tender will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender. In view of possible allegations of favoritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the Tenderer or the authorized 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 Tender.	
3.1	Full Name of Tenderer or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state? ¹	Yes / No
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the Tenderer is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
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 Tender? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person:	

	Name of state institution at which you or the person connected to the Tenderer is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the Tenderer and any person in the service of the state who may be involved with the evaluation and or adjudication of this Tender? If yes, furnish the following particulars:	Yes / No
3.11.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder ² / member: Name of state institution at which you or the person connected to the Tenderer is employed: Position occupied in the state institution: Any other particulars:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes / No
3.12.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the Tenderer is employed: Position occupied in the state institution: Any other particulars:	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?	Yes / No
3.13.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the Tenderer is employed: Position occupied in the state institution: Any other particulars:	
3.14	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are Tendering for this contract?	Yes / No
3.14.1	If yes, furnish particulars:.....	

--	--	--

4. Full details of directors / trustees / members / shareholders**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE**

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Personnel Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the Tenderer.

.....
Signature

.....
Date

.....
Capacity

.....
Name of the Tenderer

¹ MSCM Regulations: "in the service of the state" means –o 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 entl;

(c) an official or 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 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 exercise control over the company.

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
--

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

Are you by law required to prepare annual financial statements for auditing? YES/NO

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.

20 – 21, 21 – 22, 22 – 23 financial years

- 1.2 If you are not required by law to prepare annual financial statements for auditing purpose, please submit your unaudited annual financial statements for the past three financial years as approved by the board and accompanied by a sworn affidavit by the chair of board or CEO of the company stating the following:

Financial statements submitted give a reasonable view of the financial performance, financial position, and cash flows of the reporting entity. There is no known material irregularity contained in financial statements of the company that seeks to distort the financial performance, position cash flows of the reporting entity.

- 2.1 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO

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

.....

If yes, provide particulars:

.....

- 3.1 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

If yes, furnish particulars.

.....

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

If yes, furnish particulars.

.....
.....

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION IS FORM TRUE AND CORRECT. I
ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROOF TO BE FALSE.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

PREFERENCE POINTS CLAIM FORM

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 Preference Point allocation:

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

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

- (a) Price;
- (b) B-BBEE status level contribution

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	80	90
B-BBEE Status level Contributor	20	10
Total points	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 the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

The purchaser 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 purchaser.

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 Tender 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).
- (f) **“B-BBEE”** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (g) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (h) **“Broad-Based Black Economic Empowerment Act”** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
- (i) **“Proof of B-BBEE status level of contributor” means:**
 - 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (l) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FO

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{in} = Price of lowest acceptable tender

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

3.1.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

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

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

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

A maximum of 10 points B-BBEE Scorecard and a maximum of 10 for locality in a (80/20 preference points system), Maximum of 5 points B-BBEE Scorecard and a maximum of 5 for locality in a (90/10) preference points system), will be allocated as tabled below:

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

B-BBEE POINTS

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)
Supplier / Service provider with location within Garden Route District	10	5
Supplier / Service Provider with location within Western Cape Province	5	2.5
Supplier / Service Provider with primary location within South Africa but outside the Western Cape Province	0	0

5. TENDER DECLARATION

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

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

4.1 B-BBEE Status Level of Contributor = (Maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Any EME		
Any QSE		

7.1.2 Joint Venture and Con-sortiums - Preference points

- i. Joint Ventures and Consortiums must submit a consolidated B-BBEE level contribution certificate in the name of the joint venture or the consortium to be able to claim B-BBEE preference points
- ii. In the absence of a consolidated B-BBEE certificate, the Joint Venture and Consortium may not be awarded B-BBEE preference points

Locality Preference Points

Joint Ventures or Consortiums to claim preference points for locality within;

- i. Garden Route– Region - All members of the Joint Venture or Consortium must reside in Garden Route to be able to claim preference points. If one or more members of the Joint venture or Consortium is not based in the Garden Route, the bidding entity cannot claim any preference points for locality in the Garden Route District
- ii. Western Cape Province: All members of the Joint Venture or Consortium must be based in the Western Cape Province to be eligible to claim preference for locality. If one or more members of the consortium is not based in the Western Cape Province, the bidding entity may not claim points for locality in the Western Cape.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number:

8.4 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]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as

per address indicated in the bid document, to claim preference points for locality. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.

Municipality where business is situated:.....

Registered Account Number:.....

Stand Number:.....

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

8.9 I, 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 *audio 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:

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:

Date:

Commissioner of Oaths:

Signature & Stamp:

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE TENDERER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached Tendering documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in Tender number

TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of Tender.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to Tender;
 - SARS TCS Pin;
 - Pricing schedule(s);
 - Technical Specification(s)/Scope of Work;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Tenderer's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) Other documents and affidavits that will be incorporated into the Contract
 - (iii) General Conditions of Contract; and
 - (iv) Other – Returnable Documents, Tender Conditions

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the Tender; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the Tendering documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.

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

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED ATON THIS..... DAY OF..... 2024

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your Tender under reference number:

TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS

Dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/services 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)	
------------------------	--

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

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

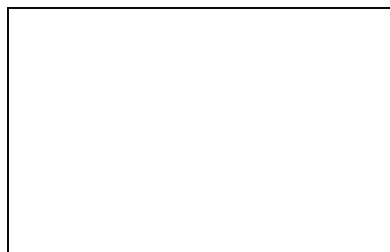
SIGNED AT..... ON THIS DAY OF2023

SIGNATURE

NAME (PRINT)

.....
MONDE GIVEN STRATU
MUNICIPAL MANAGER

OFFICIAL STAMP

**WITNESSES**

1.....

2.....

DATE.....

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Tendering Document must form part of all Tenders 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 Tender of any Tenderer may be rejected if that Tenderer, 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 Tender.

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering 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 Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the Tender:

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

² Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS

in response to the invitation for the Tender made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer.
6. The Tenderer has arrived at the accompanying Tender 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 Tendering.
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 (marked location)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.

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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 the Tenderer.....

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.**

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name			
Contact number	()		
Address of office submitting the Tender			
Telephone no	()		
Fax no	()		
E-mail address			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mrs.....has been duly authorized to sign all documents in connection with tender number:

TENDER NO: GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS

and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

(b) 2.

1 Form of Performance Guarantee

PERFORMANCE GUARANTEE

Which forms part of the tender documents, as per tender number

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

Email address:

"Employer" means: Garden Route District Municipality

"Operator" means:

"Responsible Person" means: As defined in the Operations Specifications“

“Works” means: **CONTRACT NO. GRDM/19/23-24: OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY FOR A PERIOD OF TEN (10) YEARS**

"Site" means: As defined in the Operations Specification

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Employer’s Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Responsible Person issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as reflected above.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Responsible Person and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Responsible Person in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of clause 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and/or email address, with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of clause 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of sum certified in clause 4.
5. Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/or email address, calling up this Performance Guarantee, such demand stating that:

- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of clause 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of clause 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 4 and 5 shall not exceed the Guarantor's maximum liability in terms of clause 1.
7. Where the Guarantor has made payment in terms of clause 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank, compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of clauses 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and/or email address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of clause 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of clauses 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

'Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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9.	Packing
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24.	Termination for default
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35.	Amendment of contracts

General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the Tendering documents for the receipt of Tenders.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Tenderer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tenderer of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the Tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the Tender will be manufactured.</p>
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<u>General Conditions of Contract</u>	
	<p>1.17 "Local content" means that portion of the Tendering price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in Tendering documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Tendering documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the Tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to Tender are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The services supplied shall conform to the standards mentioned in the Tendering documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful</p>

General Conditions of Contract	
security	<p>Tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the Tendering documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque. <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-Tendering testing will be for the account of the Tenderer.</p> <p>8.2 If it is a Tender condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the Tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p>

<u>General Conditions of Contract</u>	
	9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>

General Conditions of Contract	
	15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.</p>
23. Penalties	23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider

General Conditions of Contract	
	termination of the contract pursuant to GCC Clause 23.
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
25. Anti-dumping and countervailing duties and rights	<p>25.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if</p>

General Conditions of Contract	
	<p>and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
27. Termination for insolvency	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and</p>
	<p>(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
30. Governing language	<p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
31. Applicable law	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
32. Notices	<p>32.1 Every written acceptance of a Tender shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any Tenderer whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred Tenderer are in order.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or</p>

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	vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

Special Conditions of Contract	
17. Prices	<p>Add a new clause 17.2</p> <p>17.2 The Contract Price shall be subject to contract price adjustment.</p> <p>Where applicable, in terms of the foregoing, the value of the Payment Certificates issued shall be increased or decreased by the amount obtained by multiplying "Ac" (the value of the work completed for the month in question) by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula with the following values:</p> $(1-x) \left[\frac{a L_t}{L_o} + \frac{b P_t}{P_o} + \frac{c M_t}{M_o} + \frac{d F_t}{F_o} - 1 \right]$ <p>The value of "x" is 0,15. The values of the coefficients are:</p> <p>a = 0,20 b = 0,35 c = 0,10 d = 0,35.</p> <p>These are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, Operators' Equipment, material and fuel, respectively.</p> <p>The base month is the month prior to the closing of the tender.</p> <p>In addition, the following indices shall apply:</p> <p>"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the Producer Price Index for Civil Engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil Engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p> <p>The suffix "o" denotes the base indices applicable to the base month.</p> <p>The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.</p> <p>If an index relevant to any particular monthly statement is unknown at the time when the monthly statement is prepared, the Contractor shall estimate the value of such index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.</p>

TENDER REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE TENDER BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF TENDERER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER:

FACSIMILE: AREA CODE:

NUMBER:

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a SARS TCS Pin been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

Yes / No / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

REQUIRED DOCUMENTATION**A PUBLIC COMPANY or SECTION 21 COMPANY**

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

' certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid SARS TCS Pin is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.

PRICING SCHEDULE

CONTENTS:

- 1 Pricing instructions**
- 2 Pricing schedule**

Pricing Instructions

The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
Prov sum	=	Provisional sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg) metric ton

For the purpose of the Pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The amount, in Rands, calculated by multiplying the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Pricing schedule but the quantity of work of which is not measured in any units.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

The prices and rates in the Pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

The short descriptions of the items of payment given in the Pricing schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

A price or rate shall be entered against each item in the Pricing Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

No unauthorized amendment shall be made to the Pricing schedule or any part of the Pricing Data. If such amendment is made or if the Pricing schedule are not properly completed, the tender will be rejected.

The quantities set out in the Pricing schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing schedule.

MEASUREMENT AND PAYMENT

Handling of General Waste (Domestic waste collection)

Fixed Monthly Charge:

The tendered rate shall include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that **do not depend** upon, or **are not dictated** by, the tonnage of waste processed and includes, inter alia, the following aspects:

- Costs related to the supply of personnel to achieve the scope of works as per the contract;
- Cost for meeting contractual requirements regarding Health and Safety, sureties, insurance etc.
- Cost related to the provision of gardening services, cleaning of buildings etc;
- Cost for the provision of personnel, plant, equipment, and fuel to achieve the scope of work which among others includes:
 - General site operations as required in the scope of work i.e.:
 - Operation and maintenance of the weighbridge;
 - Maintaining various access roads
 - Maintenance of buildings and facilities
 - Provision of security for all infrastructure
 - Construction of daily cells;
 - Spreading and compacting of waste;
 - Daily covering of waste;
 - Dust suppression;
 - Maintenance of pipes and storm water channels;
 - Load and transporting of cover material;
 - Maintaining fire breaks;
 - General litter picking on a daily basis to keep the site neat and tidy.

Rate per unit for the processing of General waste:

The tendered rate shall include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that **depend** upon, or **are dictated** by, the tonnage of waste processed i.e. creating daily disposal cells, spreading of waste, compaction of waste to required density and placement of daily cover as per the requirements.

Payment will be based upon official records of waste measured at the weighbridge and will only apply to the quantities of domestic waste recorded over the weighbridge from the various Municipalities and **excludes cover material, Builders rubble, greens waste etc.** **The Operator will not be required to process builders' rubble or green waste but will be expected to record all information of these materials at the weighbridge.**

Handling of Hazardous waste

Fixed Monthly Charge:

The tendered rate shall include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that do not depend upon, or are not dictated by, the tonnage of hazardous waste processed and includes the following aspects:

- Costs related to the supply of personnel to achieve the scope of works as per the contract;
- Cost related to the provision of municipal services, gardening services, cleaning of buildings etc
- Cost for the provision of plant, equipment, and fuel to achieve the scope of work which among others includes:
- General site operations as required in the scope of work i.e.:
 - Operation of the Laboratory on site with suitably staffed personnel;
 - Maintaining the hazardous blending area;
 - Blending and loading of hazardous waste onto suitable vehicle for the disposal in the active hazardous cell;
 - Suitable construction of waste specific cells for various waste types i.e. stacking area for drums, bag disposal areas etc.;
 - Placement, spreading and where required, compacting of waste;
 - Applying suitable cover directly after disposal of waste;
 - Dust suppression if required;
 - Operation and maintenance of the liner cooling system;
 - Maintenance of pipes and storm water channels;
 - Load and transporting of cover material;
 - Maintaining fire breaks;

Rate per unit for the processing of hazardous waste:

The tendered rate shall include full compensation for all costs associated with providing the service in full accordance with Specifications. This service is for tasks and responsibilities that depend upon, or are dictated by, the tonnage/quantities of waste processed i.e. Blending, stacking, creating special disposal cells, spreading of waste, compaction of waste where required and placement of cover as per the requirements.

Payment will be based upon official records of waste measured at the weighbridge or number of containers and will only the quantities of hazardous waste recorded over the weighbridge from various clients.

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
GENERAL WASTE MANAGEMENT						
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
1		<u>Fixed monthly charges</u>				
1.1		Fixed monthly charge Lump sum per month for the Contractor's costs.	Sum/Month		1	
		Provisional Charges (per month)				
1.2		Costs of electricity and water	Provisional Sum	R21 000	1	R 21 000
1.3		Maintenance and servicing of Garden Route District Municipality equipment and infrastructure	Provisional Sum	R42 000	1	R 42 000
1.4		Annual topographical survey	Provisional Sum	R42 000	1	R 42 000
1.5		Annual Audit (external)	Provisional Sum	R42 000	1	R 42 000
1.6		Management of accounts of private users of the landfill (inter alia – invoicing, debt collection, payment facilities, credit control)	Provisional Sum	R42 000	1	R 42 000
		Handling Fees	%	R 189 000		
TOTAL OF SECTION 1 CARRIED FORWARD TO SUMMARY						

SIGNED ON BEHALF OF THE TENDERER:

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
GENERAL WASTE MANAGEMENT						
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
2		<u>Handling and disposal of General waste</u>				
		Rate based on the total tonnage of <u>General Waste</u> handled in one calendar month				
2.1		< 5 000 tons	Tons/Month			Rate Only
2.2		5 001 tons – 8 000 tons	Tons/Month			Rate Only
2.3		8 001 tons – 10 000 tons	Tons/Month		8 000	
2.4		10 001 tons – 12 000 tons	Tons/Month			Rate Only
2.5		12 001 tons – 14 000 tons	Tons/Month			Rate Only
2.6		14 001 tons – 18 000 tons	Tons/Month			Rate Only
2.7		18 001 tons – 22 000 tons	Tons/Month			Rate Only
2.8		22 001 tons – 26 000 tons	Tons/Month			Rate Only
2.8		Extra over for the operation of the site outside of normal working hours	Tons			Rate Only
TOTAL OF SECTION 2 CARRIED FORWARD TO SUMMARY						

SIGNED ON BEHALF OF THE TENDERER:

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
HAZARDOUS WASTE MANAGEMENT						
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
3		<u>Fixed monthly charges</u>				
3.1		Fixed monthly charge Lump sum per month for the Contractor's costs.	Sum/Month		1	
TOTAL OF SECTION 3 CARRIED FORWARD TO SUMMARY						

SIGNED ON BEHALF OF THE TENDERER:

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY						
HAZARDOUS WASTE MANAGEMENT						
ITEM NO.	PAYMENT REFERENCE	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
4		<u>Handling and disposal of Hazardous waste</u>				
4.1		Rate based on the total tonnage of <u>Hazardous Waste</u> handled – blending or crushing, in one calendar month				
4.1.1		Less than 1 ton	Tons/Month			Rate Only
4.1.2		1 tons – 2 tons	Tons/Month		1	
4.1.3		More than 2 tons up to – 3 tons	Tons/Month			Rate Only
4.1.4		More than 3 tons up to – 4 tons	Tons/Month			Rate Only
4.2		Rate based on the total tonnage of <u>Hazardous Waste</u> handled – Treatment of chemical / flammable waste (lime, Sulphur etc.), in one calendar month				
4.2.1		Less than 1 ton	Tons/Month			Rate Only
4.2.2		1 tons – 2 tons	Tons/Month		1	
4.2.3		More than 2 tons up to – 3 tons	Tons/Month			Rate Only
4.2.4		More than 3 tons up to – 4 tons	Tons/Month			Rate Only
4.3		Rate based on the total tonnage of <u>Hazardous Waste</u> handled – Special waste, safe disposal, trenching, in one calendar month				
4.3.1		Less than 1 ton	Tons/Month			Rate Only
4.3.2		1 tons – 2 tons	Tons/Month		1	
4.3.3		More than 2 tons up to – 3 tons	Tons/Month			Rate Only
4.3.4		More than 3 tons up to – 4 tons	Tons/Month			Rate Only
Total carried forward to next page						

SIGNED ON BEHALF OF THE TENDERER:

		<u>PRICING SCHEDULE</u>				
		OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY				
HAZARDOUS WASTE MANAGEMENT						
Total brought forward from previous page						
4.4		Rate based on the total tonnage of <u>Hazardous Waste</u> handled – Other – normal disposal in hazardous cell, in one calendar month				
4.4.1		Less than 1 ton	Tons/Month			Rate Only
4.4.2		1 tons – 2 tons	Tons/Month		1	
4.4.3		More than 2 tons up to – 3 tons	Tons/Month			Rate Only
4.4.4		More than 3 tons up to – 4 tons	Tons/Month			Rate Only
TOTAL OF SECTION 4 CARRIED FORWARD TO SUMMARY						

SIGNED ON BEHALF OF THE TENDERER:

PRICING SCHEDULE OPERATION AND MAINTENANCE OF THE NEW REGIONAL WASTE MANAGEMENT FACILITY FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY					
PRICING SCHEDULE SUMMARY					
Section	Details	Unit	Rate per month	Quantity (1 year)	Amount
1	Fixed monthly charges for the handling and disposal of General waste	Sum/Month		12	
2	Handling and disposal of General waste	Tons/Month		12	
3	Fixed monthly charges for the handling and disposal of Hazardous waste	Sum/Month		12	
4	Handling and disposal of Hazardous waste	Tons/Month		12	
		Sub Total (1 year)			
Plus allowance for escalation/Cost Price Increase @6% per annum for 1 year.		Factor to be applied the 1 year sub total	1.06		
		Sub Total			
Plus allowance for Contingencies @ 10%					
		Sub Total			
Plus VAT (15%)					
Total for 1 year period			(Sub total (a))		
Plus allowance for escalation/Cost Price Increase @6% per annum for 9 years.		Factor to be applied the sub total (a)	1.69		
		Sub total			
Plus allowance for Contingencies @ 10%					
		Sub Total			
Plus VAT (15%)					
		Sub Total	(Sub total (b))		
Total for a 10 year period				Sub total (b) X 10	

SIGNED ON BEHALF OF THE TENDERER:

Scope of Work

1 INTRODUCTION
2 TENDER AWARD, MOBILISATION AND COMMENCEMENT

OPERATIONS SPECIFICATIONS

3 DEFINITIONS.....
4 OVERVIEW OF THE WORKS.....
5 SERVICES TO BE PROVIDED.....
6 SITE MANAGEMENT AND OPERATIONS.....

APPENDICES

APPENDIX A: WASTE MANAGEMENT LICENCE
APPENDIX B: OPERATIONS AND MAINTENANCE MANUAL
APPENDIX C: DRAWINGS

1 INTRODUCTION

1.1 Employer's objective

It is the Employer's objective to appoint a service provider to undertake the operation and maintenance of the new Regional Waste Management Facility on behalf of the Garden Route District Municipality, in the GARDEN ROUTE DISTRICT MUNICIPAL area near Mossel Bay.

The appointment will be for a maximum of 10 years.

1.2 Scope

The scope of this Specification covers the requirements for the operation, management and maintenance of the Garden Route District Municipality Regional Waste Management Facility. The Operator shall provide all Resources necessary to operate and manage the Site on behalf of the GRDM, in accordance with these Specifications, the principles of Sanitary Landfilling and the requirements of the Waste Management Licence, the Environmental Authorisation, the Environmental Management Plan and all relevant Regulations.

The Operator shall take note of any requirements, in terms of the Contract with the GRDM, that deal with the employment of local labour or expertise.

2 TENDER AWARD, MOBILISATION AND COMMENCEMENT

2.1 Tender Award

In accordance with GRDM procurement procedures, the GRDM will make a formal award, which will culminate in the signing of a Service Level Agreement, thereby fixing the Date of Commencement.

2.2 Mobilisation

The Operator shall have all the Resources contained in his original Tender submission, mobilised and ready to deploy, no more than 4 weeks from Date of Commencement.

2.3 Operator's Site Management Plan

Within two weeks of the Date of Commencement, the Operator shall submit to the Responsible Person, a Site Management Plan (SMP). This shall set out, in detail, the Resources to be deployed, methodologies and planning – all to clearly demonstrate how the Specifications will be complied with (The information contained in the SMP shall be of greater detail and content than that submitted at time of Tender).

Included in the SMP shall be:

- an Emergency Preparedness Plan
- an Environmental Monitoring Plan. Both of these Plans are as required in the Waste Management Licence, but the Environmental Monitoring Plan is a subset of the Monitoring and Measurement Plan referred to in the Waste Management Licence.
- a Site Health and Safety Plan (SHSP).

The Responsible Person will provide comments within 1 week of receipt of the SMP. The Operator will have 2 days to address any issues and to submit the final SMP. Within 3 days, the Responsible Person (if satisfied with amendments) will approve the SMP and its execution. Any delay in either submitting the SMP and/or addressing comments, will be the responsibility and cost of the Operator, as this could delay the commencement of site

operations. In this regard, the Employer could incur costs as a result of being unable to fulfil his responsibilities for waste disposal and may require compensation from the Operator.

2.4 Pre-Commencement Inspection, Orientation and Handover

Within one day of the approval of the SMP, a meeting and the Pre-Commencement Inspection, will be held at the Site. All infrastructure will be inspected and the condition, along with any comments, will be formally recorded. This information will form the benchmark data against which future inspections and assessments of the condition of the site, will be compared.

After the inspection, the Operator will be issued with a full set of as-built drawings of the site infrastructure and the site will be formally handed over to him/her. Site operations will be expected to commence the following day.

2.5 Health and Safety

The Operator shall conduct all activities and services with due regard to compliance with

(a) the Occupational Health and Safety Act (Act 85 of 1993) any amendments thereto, as well as any relevant regulations promulgated thereunder, and

(b) The Site Health and Safety Plan (SHSP). Note that the SHSP shall also cover those hazards and risks that are unique to landfilling activities, as well as the handling and treatment of Hazardous waste.

In addition, see Section 5.2 regarding the provision of a Health and Safety Officer.

Operations Specifications

3 DEFINITIONS

Builders' rubble:	Means waste, excluding hazardous waste, produced during the construction, alteration, repair or demolition of any structure, and includes rubble, earth, rock and wood displaced during that construction, alteration, repair or demolition
Bulky Waste:	Means waste that includes items such as large tree trunks, large concrete blocks etc. for which the large size precludes or complicates its handling by normal collection, processing or disposal methods
Business Waste:	Means waste that emanates from premises that are use wholly or mainly for commercial, retail, wholesale, entertainment or government administration purposes
Cell:	Means a Cell which is designed and engineered to contain Waste. It is underlain by a liner system to prevent Waste or the Leachate from the Waste, from coming into contact with the environment
Cell Development Plan:	The plan or sequence, based upon which Cells are designed and constructed and otherwise made ready for the disposal of waste. This enables the Operator plan ahead and organise resources in a timeous manner
Clean Garden Waste:	Means compostable Waste derived from the Garden Waste (for instance from gardens, parks and similar) which has not been mixed with other Waste Categories. This may include clippings, cuttings, pruning and other discarded plant material
Closure:	The act of terminating the operation of a landfill. Closure is preceded by rehabilitation and followed by end-use and post-closure monitoring
Commercial Waste:	Means solid waste generated by stores, offices and other activities not involved in manufacturing
Compaction:	The process whereby the volume of Waste is reduced, using a purpose-built landfill compactor or suitable machine to compress the Waste
Compaction Density:	Means the mass of a body of solid Waste, divided by the volume (after Compaction) occupied by that same body of Waste
Compaction Ratio:	Means the ratio of the volume of loose Waste, to the volume of the same Waste, after placement and Compaction
Compost:	Means organic Waste that has undergone microbial degradation, to produce a contaminant-free and nuisance-free product, of potential value as a soil conditioner
Cover Material:	Means soil or other suitable material (like Building and Demolition Waste or clinker ash) that is used for enclosing a body of compacted Waste. Daily cover is usually 150 mm thick, intermediate cover usually 300 mm thick and final cover or capping will be as per design
Construction waste:	See Builders' Rubble
Contaminated Runoff:	Means any runoff due to rain, liquid used for dust suppression etc. that results in liquid coming into contact with waste and thus becoming contaminated

Daily Cell:	This is the basic landfill unit of compacted solid waste which, when completed at the end of each day, is entirely contained by cover material. Cell size is determined by the manoeuvring requirements of operating vehicles, as well as by the volume of waste to be disposed/accommodated on that day.
Date of Commencement:	The date upon which a Service Level Agreement between the Garden Route District Municipality and the Operator, is signed.
Emergency Preparedness Plan:	This sets out procedures and measures that will be implemented to deal with emergencies on site and shall be as defined in the Waste Management Licence.
Environmental Management Plan:	This is a site-specific plan for the environmental management of the site and shall be as discussed in the Waste Management Licence.
General Waste:	General waste is a generic term for waste that, because of its composition and characteristics, does not pose a significant threat to public health or the environment if properly managed.
GRDM:	Garden Route District Municipality.
Hazardous Waste:	Waste that has the potential, even in low concentrations, to have a significant adverse effect on public health and the environment because of its inherent toxicological, chemical and physical characteristics.
Inert Waste:	<p>a) does not undergo any significant physical, chemical or biological transformation after disposal;</p> <p>(b) does not burn, react physically or chemically biodegrade or otherwise adversely affect any other matter or environment @h which it may come into contact; and</p> <p>(c) does not impact negatively on the environment, because of its pollutant content and because the toxicity of its leachate is insignificant;</p>
Landfill Gas:	The gaseous by-product of the decomposition of waste.
Large Landfill:	A landfill at which more than 500 metric tons of waste are disposed, per day.
Leachate:	The liquid by-product of the decomposition of waste. Its pollution potential is a function of the original waste .
Monitoring Committee:	A group made up of representatives from the licenced owner of the site, regulators, nearby residents and other affected parties. This group and its duties, is a requirement of the Waste Management Licence.
Monitoring and Measurement Plan:	As defined in the Waste Management Licence.
Medical Waste:	Wastes emanating primarily from human and veterinary hospitals, clinics and surgeries, also from chemists and Sanitary Services. They may comprise, inter alia, sharps (used hypodermic needles and scalpel blades), malignant tissue, body parts, soiled bandages and liner, and spent or outdated medicines or drugs. They have the ability to affect and infect other living organics and are considered hazardous. Also Health Care Risk Waste.

Operator:	The Service Provider appointed by the GRDM in terms of this Contract and Specifications.
Recycling:	The separation and extraction of wastes that have potential for re-use. Also Recovery and Re-use and salvaging .
Regulations:	Any regulation, law, by-law, Act, guideline, licence or legal documentation that determines how waste disposal shall take place.
Resources:	All personnel, equipment, plant, spares, workshop and maintenance equipment that are required to conduct all operations and tasks to manage and operate the landfill as per the Specifications.
Responsible Person:	An official from GRDM who has been designated as being responsible for the management of the Operator on behalf of the GRDM.

4 OVERVIEW OF THE WORKS

4.1 General Description

The contract is for the Operation and Maintenance of a new Regional Waste Management Facility which includes General waste cells, Hazardous waste cells, chemical laboratory, hazardous waste blending plant, access roads (surfaced and gravel), weighbridges, offices, workshop, electrical reticulation, water reticulation and cover stockpile areas.

It is estimated that approximately 8 000 metric ton per month, of General waste, will be disposed of at the site. In addition, it is estimated that the Hazardous waste will be 1 metric ton per month. These estimates will be refined based upon the actual mass, as measured at the weighbridge.

4.2 Location of the Site and access

The project area is situated approximately 15km to the West of Mossel Bay in the Western Cape Province. The site lies to the North of the N2 and to the West of the PetroSA Electrical Turbines. The central co-ordinates of the Garden Route District Municipality's Waste Management Facility are approximately 34°10'12.75"S and 21°56'58.09"E.

Access is from the N2 into Duinzicht Ave (PetroSa) and immediately left onto a newly constructed access road running parallel to the N2 in a Westerly direction past the PetroSa landfill site and from there in a Northly direction towards the site infrastructure and weight bridge.

4.3 Extent of the Site

See Appendix C for drawings.

The site will be the entire engineered and developed area within the perimeter fence (approximately 83 Ha) as indicated on the drawings issued. It will be newly constructed and will consist of the following main items of infrastructure:

- Perimeter fence and entrance gates
- Protected wetland area
- Guardhouse
- Weighbridge (office, Uninterruptable Power Supply)
- Access roads
- Water and electricity services
- Stormwater infrastructure (drains, berms, pipes)
- Groundwater monitoring boreholes
- Workshop, offices, ablutions, laboratory (without any furniture, equipment etc.)
- Contaminated water dam

Garden Route District Municipality

- Leachate management infrastructure (pipe work, sumps)
- Leachate dams
- General waste Cells – including access ramps
- Hazardous waste Cells – including access ramps
- Hazardous waste Blending Facility
- Tyre storage area
- Entrance gate just off Duinzicht Ave.

5 SERVICES TO BE PROVIDED

The services below, do not constitute an exhaustive list. In addition to carrying out all operations in compliance with the Specifications, the Operator shall also observe all prevailing Regulations, Norms & Standards, principles and methods associated with Sanitary Landfilling.

5.1 Experience, Qualifications and Skills

The Operator is required to have the necessary resources, skills and experience to carry out operations.

5.2 Provision of professional, skilled, managerial staff

CONTRACTS MANAGER: A qualified individual with proven experience in the management of Large landfills (greater than 500 ton disposed per day) with the disposal of both general and hazardous wastes. He/she need not be on site on a full-time basis. His/her duties will include, but not be limited to:

- Liaison with the Responsible Person with regard to contractual and technical matters
- Oversight on all aspects of Site operations and management
- Management of Site Resources
- Arranging for internal and external, Licence Compliance Audits
- Arranging for topographical surveys for the monitoring of airspace

SITE MANAGER: An individual with proven experience in the management of landfilling operations on Large landfills (hazardous and general wastes). He/she shall be on site on a full-time basis. His/her duties will include, but not be limited to:

- All operations of the Site in accordance with this Specification
- Management of all resources
- Training
- Management of all procedures and activities for the receipt and disposal of wastes
- Deployment of plant
- Management of plant, equipment and infrastructure maintenance
- Record keeping and administration
- Supervision of landfilling operations with respect to:
 - Occupation and waste disposal in new cells
 - Timing, positioning and construction of Cell access roads and haul roads
 - Landfilling of special wastes (wastes requiring special handling, pre-treatment, trenching etc.)
 - Management of stormwater and leachate (including pipes, valves, manholes)
 - Provision and application of cover material

- Short-term and long-term planning with regard to:
 - Daily Cells
 - Acquiring, transporting, stockpiling and application of cover materials
 - Topographical survey for airspace monitoring
 - Monitoring of airspace usage and site life
 - Landfilling in next cell(s)
- Compilation and maintaining of a Site Diary
- Interaction and meetings with the Responsible Person and other designated GRDM staff
- Interaction and meetings with the local Monitoring Committee
- Interactions with the public
- In collaboration with the Responsible Person, arrange for the servicing and maintenance of the Site Infrastructure
- In collaboration with the Responsible Person, arrange for re-calibration of weighbridge as necessary

FINANCIAL ADMINISTRATOR: A suitably qualified and registered person e.g. accountant, with proven experience in financial administration. His/her/their duties will include, but will not be limited to:

Implementation of a financial administration and management system, that will include, inter alia

- Gathering, collating and management of data from the weighbridge (using the software as provided by the manufacturer of the weighbridge)
- Use of this data for reporting to the GRDM
- Use of this data for the billing of users
- Compilation of a billing system (to be approved by the GRDM)
- The use of this system and the weighbridge data, for the billing of private users who dispose of Hazardous Waste
- Invoicing, debt collection, controls, and payment facilities for private users
- Efficient credit control
- Compilation and submission of the Operator's monthly payment certification and invoicing, to the GRDM
- Appointment of service providers for approved tasks on site (as approved by the Responsible Person and subject to the submission of three (3) quotations)

LABORATORY MANAGER: A suitably qualified individual with proven experience in the management of a chemical laboratory and staff. His/her duties will include, but not be limited to:

- The supervision and training of staff
- The delegation of suitably qualified staff to undertake monitoring and testing tasks
- The monitoring of incoming waste with regard to Materials Data Sheets or other credible/reliable certification of the nature and chemical character of the waste
- The testing of incoming waste, where necessary
- The determining of suitable pre-treatment of wastes to render them suitable for landfilling in the General or Hazardous Cells.
- Sampling and testing of contents of monitoring boreholes
- Sampling and testing of stormwater, potentially contaminated stormwater/runoff
- Sampling and testing of leachate
- Issuing Safe Disposal Certification.
- Oversight with regard to procedures, testing, methods, accuracy of results
- The maintaining of records of tests, results, incoming waste data

HEALTH AND SAFETY OFFICER

A formally trained and qualified Health and Safety officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- Implementation of the Site Health and Safety Plan
- Enforcement and monitoring of all Health and Safety requirements and programmes
- Training
- Dealing with incidents
- Reporting

The Health and Safety Officer is permitted to perform other duties (for example, Fire Officer) but shall at all times be available to deal with Health and Safety or preparedness as priorities.

FIRE OFFICER

A formally trained and qualified Fire Officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- Drawing up specific codes/protocols associated with:
 - The provision of firefighting equipment (with specific reference to fires on the waste body, any associated risks due to fires in certain waste types or during pre-treatment, as well as any specialised equipment, PPE or methods associated with fires in hazardous waste)
 - Fire drills
 - Firefighting (with specific reference to fires on the waste body and any associated risk due to fires in certain waste types or during the pre-treatment, as well as any specialised equipment, PPE or methods associated with fires in hazardous waste that are required)
- Assisting and advising the Site Manager in the procurement of suitable firefighting equipment
- Active firefighting
- Training and monitoring
- Servicing and maintenance of equipment (belonging both to the GRDM and the Operator)
- Liaison with Health and Safety Officer
- Reporting

The Fire Officer is permitted to perform other duties (for example, Health and Safety) but shall at all times be available to deal with firefighting or preparedness as priorities.

FIRST AID OFFICER

A formally trained and qualified First Aid Officer with proven, relevant qualifications and proven experience on landfills. He/she shall be present on site full-time and whose duties shall include, but not be limited to:

- Provision of first aid and first-call medical services
- Assisting and advising the Site Manager in the procurement of suitable First Aid equipment
- Liaison with Health and Safety Officer
- Reporting

The First Aid Officer is permitted to perform other duties (for example, Health and Safety) but shall at all times be available to deal with First Aid or preparedness as priorities.

Note that although it is acceptable that the duties of the Health and Safety Officer, the Fire Officer and the First Aid Officer may be shared, no fewer than two (2) people shall be allocated in these roles i.e. the duties are not to be undertaken by a single person only.

SECURITY

Suitably trained and qualified Security Staff whose duties will include, but not be limited to:

- Manning of the entrance gate(s) and ensuring that no unauthorised persons or vehicles enter the site
- Securing of all GRDM infrastructure, buildings etc. (the securing and protection of the Operator's Resources, as well as the associated costs, shall remain the responsibility of the Operator).
- Patrolling and inspection of the perimeter fence
- Patrolling of the Waste Body to ensure that no unauthorised persons enter that area

Staff shall be adequately equipped to enable safe work and shall have means of transport and communication.

WEIGHBRIDGE OPERATOR

A suitably trained individual with proven experience in the operation of a weighbridge. His/her duties will include, but not be limited to:

- Operation of an electronic weighbridge
- Use of commercial software (provided by the supplier of the weighbridge) for the recording of waste and vehicle masses
- Integration with GRDM accounting and reporting software and systems
- Inspection of relevant certification of waste types and nature
- Maintaining and backing-up of records
- Compilation of reports

SKILLED AND TRAINED OPERATORS/DRIVERS

Suitably trained and experienced operators of key plant, such as:

- Landfill compactor
- Loaders
- Trucks
- Water trucks
- Excavators/digger loaders
- Stormwater and leachate pumps

PROVISION OF SKILLED AND TRAINED STAFF AT THE WORKFACE

Suitably trained and experienced staff to undertake the following, at the workface/in the area of waste disposal in cells:

- Direction of incoming waste vehicles to correct tipping/discharge points (spotters, supervisors)
- Inspection of waste at points of tipping/discharge
- Reporting of suspicious waste
- Application of daily cover

PROVISION OF LABOUR

Labour shall be for general duties on the site and shall be provided with necessary tools and equipment.

5.2.1 Availability and replacement of staff

All staff shall be available for the duration of the Contract. In the event of a staff member being absent, a suitable replacement shall be on site within 24hrs.

Should any staff member give notice of the intention to leave the Operator's employ, the Responsible Person shall be notified. A suitable, equally qualified and experienced person shall be timeously identified and the particulars submitted to the Responsible Person, for consideration.

At all times the duties of absent staff shall be taken up by others, in order to maintain continuity and completion of tasks.

5.2.2 Communications

The Operator shall provide key staff with suitable means of communication (radio, mobile phone). At a minimum, communications must be maintained between weighbridge, spotters, supervisors, Site Manager, Laboratory, Health and Safety Officer, security staff and operators/drivers.

The Site Manager shall also compile a list of contact numbers of the various waste generators. This list is to be updated regularly.

5.3 Provision of Plant and Equipment

Plant and equipment provided shall be (at a minimum) as undertaken and set out in the Operator's Tender submission. These items notwithstanding, the Operator shall at all times, provide sufficient plant and equipment to carry out operations in full compliance with the Specifications.

The minimum items shall include (but are not limited to):

- Digger loader (for trenching on the waste body, loading at the cover material stockpile)
- D6 bulldozer
- Front end loader (for general loading duties) – 3.5 m³ min
- Tracked Excavator (for loading at the cover material stockpile) – 172 HP min
- Trucks/haulers for transporting cover material on site and to the working face – 10 m³ min

- Minimum 25 metric ton Landfill compactor
- Minimum 5000 ℓ Water truck and bowser equipped with water pumps
- Pumps for use on stormwater and leachate
- All equipment and consumables used for the cleaning and maintenance of buildings
- Tow ropes, chains, tow bars

The above excludes any plant, equipment and consumables that are used for the Operators own purposes, maintenance, repairs etc.

All plant or substitute plant are subject to the reasonable approval of the GRDM.

Availability and serviceability of plant and equipment:

All plant and equipment shall be available and in an operational condition, for the duration of the Contract. In the event of a breakdown, a suitable, temporary replacement shall be sourced and deployed within 24hrs. The original item shall be back in service within 7 days unless a suitable strategy has been accepted by the Responsible Person.

At all times, all operations shall continue uninterrupted, in spite of any breakdowns, servicing, planned maintenance etc.

6 SITE MANAGEMENT AND OPERATIONS

6.1 Site Management

In addition to requirements of the relevant sections above, the Operator will be responsible, inter alia, for the following:

6.1.1 Observing working hours

Working hours shall be:

07h00 to 17h00 on weekdays

08h00 to 15h00 on Saturdays and Public Holidays (including Christmas and Good Friday)

Sundays – closed.

The site shall be in operation every day, during the hours above.

Use of site after hours:

Provision has been made in the Pricing Schedule for operations carried out, after/outside the working hours set out above.

6.1.2 Day-to-day maintenance of infrastructure

The Operator shall be responsible for all tasks associated with the maintenance and upkeep of all infrastructure on the site. This shall be carried out with necessary liaison, planning and collaboration with the Responsible Person. Arrangements, timing, quotations for work etc. must be submitted to the Responsible Person, who must first give approval before any work on these tasks, takes place.

Inter alia:

- Arranging for repairs and servicing of fixed equipment
- Repairs and upkeep to roads and building and other fixed infrastructure (excluding the infrastructure for waste tyres, processing of green waste, composting)
- Cleaning and sweeping of buildings
- Cleaning and sweeping of access roads
- Clearing and keeping clean of stormwater channels and pipes
- Clearing of litter and wind-blown waste
- Cleaning of all fixed equipment and infrastructure
- Repairs and painting of buildings
- Servicing and calibration of weighbridge
- Maintenance of laboratory and equipment
- Upkeep and maintenance of gardens and landscaped areas
- Maintenance of perimeter fence

- Ensuring clean and hygienic conditions in all toilets, showers and washbasins.
- General housekeeping to ensure inside and outside of buildings and surrounding areas are kept clean and neat.
- Ensure perimeter fence is clear of any vegetation
- Nuisance control – odour, pest, dust etc.

Resources, plant and equipment belonging to the Operator shall be excluded from this process and all associated costs shall be for the Operator's account.

6.1.3 Manning of Weighbridge and Office

- Receiving of waste – all approved vehicles
- Inspection of waste
- Scrutinising of Materials Data Sheets and other certification
- Operation of weighbridge via computer and software
- Capturing of incoming data (vehicles mass and details, waste mass and details, waste type, account details etc.) – all approved vehicles
- Integration with, and use of, GRDM accounting software and reporting processes
- Maintenance of records and reporting to GRDM.
- Compilation and maintaining of a list of approved users and vehicles

Note that no cash will be handled and all charges will be by pre-arrangement and accounts with the GRDM.

The GRDM intends appointing Service Providers who will be responsible for the management of Waste Tyres, Green Waste and composting. The recording and reporting of weighbridge data for associated vehicles, shall be responsibility of the Operator.

6.1.4 Record keeping and reporting

- Compilation and maintenance of Site Diary (including, weather, incidents, security breaches, complaints, quantity and type of waste disposed, quantity of cover materials used, etc.)
- Compilation and maintenance of all records and administrative items as per GRDM requirements, including the management of the accounts of private operators (billing, debt collection, records etc)
- Compile and submit necessary, periodic reports. This includes the monthly, 6 monthly and annual reports as required by the GRDM. A format for reports will be agreed with the Responsible Person when the Site is handed over, but typical information will include:
 - Incidents
 - Weather
 - Problems
 - Resources utilised

- Breakdowns
- Mass of waste disposed
- Cover material used
- Testing and monitoring results
- Testing of wastes
- Compaction achieved

6.1.5 Testing, laboratory

- Furnish the laboratory with all necessary equipment, chemicals etc.
- Maintain, service and calibrate equipment as necessary
- Achieve and maintain accreditation for the laboratory and staff
- Provide suitably trained and qualified staff to operate the laboratory
- Comply with all testing norms and standards in terms of waste assessment and classification
- Perform necessary testing (type and frequency) to characterise or confirm characterisation, of the incoming wastes
- Take representative samples for later inspection and/or testing
- Perform necessary testing to confirm type and nature of pre-treatment, as well as tests to confirm efficacy of pre-treatment
- Issue Safe Disposal Certification

6.1.6 Environmental Monitoring

The Operator shall be responsible for all Environmental Monitoring in terms of the Waste Management Licence.

Within the period during which the Operator is mobilising (see Section 2 Tender Award, Mobilisation and Commencement) arrangements shall be made to take background samples from key points, including boreholes, ponds, dams, free-standing water in cells, free-standing water on the site. This will take place as per the Site Management Plan.

6.1.7 Landfill Gas Management

At this stage the landfill gas management is conceptual and will be finalised once disposal commences. It is assumed that the GRDM will outsource the installation and management of landfill gas extraction and that the site operator will ensure that no damage occur to the landfill gas infrastructure due to landfill operations.

Submission of the final proposed gas management system will be submitted to the authorities for comment and approval. The basis conceptual design is provided below.

The site operator will be expected to work closely with the landfill gas management company to ensure successful extraction and processing of landfill gas by the landfill gas management company.

On account of the organic content of the general waste it is highly likely that the landfill will produce landfill gas. The biogas will be managed using a combination of horizontal and vertical wells, with gas being actively extracted to a processing plant. For the initial layers, a number of horizontal wells will be established during operation and connected to the gas extraction system comprising of a main ring pipe around the cells connected to the processing plant.

Once the top of the landfill is approximately 10 m from the liners, a series of pin well nests will be installed. These pin wells consist of perforated steel pipes which will be driven into the waste with a collection pipe connected on top. Landfill activities will later on proceed on top of the pin wells.

Each phase will have its own management system and will be designed specifically for that Phase.

When the final capping is applied to the landfill at various stages of completion, appropriate capping structures would be constructed to enable passive venting to ensure that a build-up of gas does not occur in the landfill areas.

Notwithstanding the above, the gas management system at the site will incorporate a gas monitoring system, including the following:

- Monitoring of landfill gas concentrations on a regular basis on the landfill during operation and after closure; and
- Regular monitoring of safe practices to avoid hazardous concentrations of gases at temporary or permanent working areas of the site.

6.1.8 Salvage rights

The Operator shall have no rights for the salvaging, re-use or recycling of wastes on site. In addition, the GRDM may appointed Service Providers who do have certain salvage rights. In this regard, the Operator shall co-operate as necessary.

6.1.9 Ownership

The Operator will retain ownership of all furniture, laboratory equipment and other non-fixed items that he has provided.

6.2 Operations

At all times, landfilling and disposal operations shall be carried out with due regard for, inter alia:

- The principles of Sanitary Landfilling
- These Specifications
- Prevailing Regulations
- The Waste Management Licence
- The protection from damage to cell layers, edge berms, access ramps, pipework, manholes and all associated infrastructure
- The shape and form of the waste body and the maximum levels and slopes
- Waste thickness
- The correct operation of stormwater and leachate management systems
- Health and Safety requirements
- The provision of haul roads for the Landfill Compactor or other heavy plant, such that there is no damage to infrastructure, cells etc.

6.2.1 Types of wastes expected

Wastes that, in terms of the landfill classification, are allowed, can be expected.

6.2.2 Direction of wastes to correct Cells

The Operator's staff shall, at all key points of incoming waste, direct vehicles to the correct place of disposal, inspection, waiting etc.

6.2.3 Management of waste types

It is the absolute responsibility of the Operator, to ensure that only those wastes that are allowed in terms of the landfill classification, WML and other relevant regulations, are allowed on site for disposal.

6.2.4 Tyres

All tasks associated with the management of tyres will be the responsibility of other Service Provider(s) appointed by the GRDM. Accordingly, the Operator will only be required to remove any tyres that may be found in the incoming waste and to stockpile them at an approved location, on site.

6.2.5 Cell access

Cells have been constructed with access ramps in place. These are the only entrance points to be used for entering Cells. All movements (vehicles and plant) shall be carried out in such a way as to not damage the surface and layers of the access ramps. Material may be added to the riding surface, with equal care to avoid damage.

Once the waste body extends above the surrounding ground level, the Operator may construct haul roads and entrance points but once again, due care shall be exercised to avoid damage to the Cell structure. All haul roads intended for use by landfill customers/private users, must be suitable for their vehicles.

6.2.6 Inspection of waste

The Operator shall ensure that Spotters and Supervisors at the Working Face, inspect loads that are being tipped or otherwise disposed, in order to check for illegal wastes. Cases shall be reported to the Site Manager immediately.

6.2.7 Procedure for the rejection of incoming waste

Should any load of waste delivered to the Site, not meet the Licence conditions (in terms of its Waste Classification) the Operator shall do the following:

- The Site Manager must be notified immediately
- The vehicle driver shall be informed that the load has failed to meet criteria and instructed to park and await further instruction
- The Site Manager shall establish what criteria have not been met. If the chemical nature of the waste is in question, the Site Manager shall notify the Laboratory Manager and arrange for appropriate confirmatory testing.
- In the case of testing that confirms the unsuitability of the waste, or in the case that the waste is clearly not suitable for disposal on the Site, The Site Manager shall contact the generator of the waste, or the relevant Local Municipality and arrange for a different means/location of disposal. Any costs associated with the special handling and/or disposal of the rejected waste at a different site will be borne by the waste generator.

6.2.8 Waste disposal

Waste disposal in a Cell, below surrounding ground level:

When waste is disposed of in an empty Cell, or in a Cell where waste has not yet reached surrounding ground level, the following shall take place:

- A pioneering layer of waste that does not contain sharp object, rocks, rubble etc. shall be carefully end-tipped and spread so as to protect the Cell layer works and to provide a working platform. This pioneer layer/platform shall be progressively constructed, working toward the highest point in the cell in such a

way as to achieve a depth of waste of at least 1m. Once a platform of adequate area has been constructed, landfilling can take place.

- At all times, the utmost care shall be taken to protect the Cell layer works and any pipework.
- No trenches or excavations are permitted during this phase
- In the case of the Hazardous Waste Cells, the above requirements are to be strictly adhered to and no mixing nor blending shall take place in the cell. The Blending Facility must be used for this purpose.

Waste disposal in a Cell, above surrounding ground level:

When the waste body has reached ground level, the following shall take place:

- Waste disposal must take place inside the starter berm, progressing toward the inside of the cell, in a series of well-managed terraces. When the waste has reached a height close to that of the top of the starter berm, the next starter berm shall be constructed using selected cover material.
- The finished surface of the waste, prior to the placement of daily cover material, shall be shaped and sloped in such a way as to be free-draining and to have a regular surface with no excessive undulations or depressions.

Daily Cell:

Based upon records from the weighbridge, the amount of waste to be disposed of in a day shall be used to calculate the volume required for that waste. The target compaction rate must be used (see section 6.2.11) and a waste depth of 2m applied. The resultant footprint must then be used to determine the amount of Cover Material required. In this way, it will be possible to cover the waste disposed of and compacted in a day and thereby reduce nuisances.

Wet weather cell:

The Operator shall ensure that sufficient sound material is set aside to use for haul roads or working platforms during wet weather. Tow ropes, chains, tow bars etc. must be readily available to free any vehicle that becomes stuck.

At all times, the Operator shall ensure that disposal operations are not affected by inclement weather and that disposal space, to cater for a 36 hour period, is available.

6.2.9 Fires

See Section 5.2 for the provision of a Fire Officer.

Buildings, infrastructure, Site and resources:

All buildings will, at time of handover, be equipped with the necessary firefighting equipment. The Operator, along with the Fire Officer, shall make arrangements and provide the necessary resources to:

- Maintain preparedness and to carry out any firefighting that becomes necessary in order to protect GRDM infrastructure
- Maintain preparedness and to carry out firefighting that becomes necessary to protect resources belonging to the Operator
- Maintain preparedness and to carry out firefighting that becomes necessary to protect other areas of the site (open areas, tyre stockpile etc.)

- Ensure that the methods and equipment used, are appropriate to the nature of the fire (with due regard to the type of wastes burning and the associated risks (explosion, fumes etc.))
- Ensure uninterrupted landfilling and waste disposal activities.

Waste body, areas for pre-treatment of waste:

The Operator, along with the Fire Officer, shall make arrangements and provide the necessary resources to:

- Maintain preparedness and to carry out any firefighting associated with fires occurring on the waste body
- Maintain preparedness and to carry out any firefighting associated with fires occurring in areas where waste pre-treatment takes place.

6.2.10 Control of nuisances

The Operator shall take all necessary to manage nuisances such as dust, odour, flies litter etc.

6.2.11 Compaction

The Operator shall, at all times ensure that landfilling methods result in a effective compaction of waste in the waste body, by a combination of rolling/compacting, selective waste spreading, mixing etc. A minimum compaction rate of 1 100 kg per m³ (one-thousand, one-hundred kilogramme per cubic metre) must be achieved.

The rate of compaction shall be monitored on an ongoing basis, recorded and correlated with airspace surveys and records. This information shall be reported to the Responsible Person at least on a monthly basis.

6.2.12 Cover material

Cover material shall be sourced from the designated stockpile and/or from inert material in the waste stream. This shall be applied in such a way as to cover the waste body at the end of the day and to thereby prevent nuisances, as well as to prevent waste being exposed to rain and the occurrence of potentially contaminated runoff. Apart from the active working area, the waste body shall be covered at all times. Certain areas that do not receive waste for extended periods of time, may receive intermediate cover.

The thickness of the cover may vary but shall not be less that that required to achieve the result described above. Daily cover is usually 150 mm thick and intermediate cover usually 300 mm thick. However, excessive application of cover must be avoided. In this regard, the amount of cover applied, versus the volume of waste covered, shall be monitored.

Comprehensive records of cover used, location etc. must be kept and submitted to the Responsible Person.

The operator shall monitor the amount of cover material available and shall notify the Responsible Person when stockpile(s) have been consumed and there is 2 month's material left for use.

The operator may make use of suitable material that is brought to the landfill by users and measured at the weighbridge.

6.2.13 Side slopes and extent of landfill

The Operator shall ensure that the maximum side slopes of the final, compacted waste body, do not exceed 1 vertical to 4 horizontal. In addition, the position of the toe (or any other part) of the waste body, shall not extend beyond the Cell or any engineered portion of the cell.

6.2.14 Safe Disposal certification

Safe Disposal Certification, dependent upon the nature of waste or specific load requirements, or as required by users, or as required by Regulations, shall be issued and appropriately recorded.

6.2.15 Audits and compliance

The Operator shall carry out monthly, internal audits in order to monitor compliance with the conditions of the Waste Management Licence, the Site Management Plan and these Specifications. The weighbridge and laboratory shall be included.

The frequency of audits that monitor compliance with the Site Management Plan and these Specifications, shall be monthly, and outcomes shall be included in monthly reports submitted to the GRDM.

The monitoring of compliance with Licence conditions shall be regular and on-going. Formal compliance audits shall be carried out at the frequency required in terms of the Licence. The Operator shall use suitably qualified and accredited, external service providers, for this purpose. These audits are independent of those carried out by the GRDM for their compliance purposes and different service providers must be used.

6.2.16 Dust suppression

The Operator shall ensure that the generation of dust is controlled. In the case of dust generated on areas other than the waste body or Cells, retained stormwater may be used as a control measure. Prior to this however, the quality must be tested to confirm safe use.

6.2.17 Management of Stormwater and Leachate

The Operator shall be responsible for the overall management and maintenance of existing storm water and leachate channels within landfill site. The Operator shall 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 Operator will be responsible for pumping the leachate and to monitor quality. It will be the responsibility of the Operator to maintain a 750mm freeboard on all leachate dams and stormwater dams on site. The Operator is required to maintain these areas on regular basis.

The Operator shall prevent undue contact between waste and stormwater, so as to minimise the volume of contaminated run-off and leachate formed.

Uncontaminated stormwater:

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 stormwater run-off around one or both sides of the waste body. Once portions of the landfill have been fully rehabilitated, such runoff will be classified as uncontaminated.

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

Contaminated stormwater:

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that stormwater 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 Operator 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. Any mix of contaminated and uncontaminated water, shall be treated as contaminated.. The Operator will be required to contain such water in the contaminated water dam (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.

6.2.18 Management of Leachate

Leachate shall be managed by making use of existing infrastructure (shown on drawings). Manhole contents and levels shall be monitored.

The Operator will need to monitor the **existing, as well as future** localised leachate collection sumps. Should it be found that leachate is present; this is to be pumped into a containment pond. Suitable pumping equipment should be provided.

Throughout the operation of the landfill, the primary objective must 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 must at all times have a freeboard of 800mm. A fire break perimeter of at least 4m must be maintained. The 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 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.

Detection manholes and sumps shall be monitored for the presence of leachate and all occurrences must be reported to Responsible Person.

6.2.19 Airspace monitoring and Life of site

The Operator shall monitor the consumption of airspace. This shall be based on waste quantity records, landfilling records etc. and shall be correlated with anticipated/planned airspace consumption (using the drawings and information provided by GRDM). These results shall be communicated to the Responsible Person every month.

Once a year, the Operator shall arrange for a topographical survey, based upon which airspace consumption and remaining airspace shall be calculated. This shall be captured in an Airspace Report, which shall include correlation with, and a summary of, the data recorded in the monthly reports, comparison with the Closure Plan and any relevant information.

Payment for the topographical survey shall be via the Provisional Sum in the Pricing Schedule. There will be no separate payment for the monthly reporting, annual reporting nor calculations and all associated costs will be deemed to be included in the dedicated item for Fixed Monthly Charges, in the Pricing Schedule.

6.2.20 Performance monitoring and penalties

Based upon the requirements of this Specification and the associated Regulations, the Operator's performance will be assessed on an ongoing basis by the Responsible Person.

In the event of poor performance or regular non-compliance, the Responsible Person will consider the imposition of penalties as set out below.

Item	Description	Penalty
6.2.20 (a)	Failure by the Operator to open or to operate the site on any of the operating days, or for closing of the Site during the agreed operating hours.	R10 000,00 for first hour, escalating by R2 000,00 until the matter is rectified.
6.2.20 (b)	Failure to provide any of the plant and equipment required after the grace period as stipulated under 5.3	25-ton Landfill Compactor – R7 500 per day D6 (or equivalent) Bull Dozer – R5 000 per day Articulated Dump truck/hauler – R4 000 per day Track Excavator – R4 000 per day Water Tanker – R4 000 per day ..until the plant is on site
6.2.20 (c)	Failure by the Operator to adequately cover overnight with material for normal waste and any exposure in the case of animal carcasses or special wastes.	R10 000 per day until the matter is corrected.
6.2.20 (d)	Inadequate nuisance control, such as 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.
6.2.20 (e)	Developing the waste body such that, irrespective of the Cell Development Plan, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 4 (horizontal) i.e. steeper or flatter than 1:4	Site operators to correct waste body at own cost.
6.2.20 (f)	Failure to achieve the minimum compaction Ratio of 1 100 kg/m ³	R 20 000.00 per occurrence
6.2.20 (g)	Failure to prepare a Wet weather cell in preparation for inclement weather	R10 000, 00 for first occurrence, escalating by R2 000, 00 for consecutive days to a maximum of R20 000, 00 per occurrence.
6.2.20 (h)	Failure to have the specified security personnel and security equipment on site	R 10 000, 00 for the first occurrence, escalating by R 5 000, 00 for 3 consecutive days thereafter to a maximum

Item	Description	Penalty
		of R20 000, 00 per occurrence.
6.2.20 (i)	Failure to have the specified waste spotter personnel and on site	R 2 000, 00 for the first occurrence, escalating by R 5 000, 00 for 5 consecutive days thereafter to a maximum of R10 000, 00 per occurrence
6.2.20 (j)	Failure by the Operator 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.

6.2.20 (k)	Any proven deviation from the Waste Management Licence conditions.	R40 000, 00 for first occurrence, escalating by R10 000, 00 for consecutive days to a maximum of R30 000, 00 per occurrence.
6.2.20 (l)	Failure by the Operator to manage stormwater and leachate	R10 000 per occurrence, escalating by R 10 000 per consecutive occurrence

6.2.21 Cell Development Plan

The operator shall work in accordance with the Cell Development Plan, when developing new cells and work areas.

6.2.22 Weather Station

The Operator shall establish a weather station in order to monitor and record, weather.

6.2.23 General

Use of site:

Only those parties who have been approved by the GRDM are allowed to use the site. This may include visitors who are not disposing of waste (educational groups, GRDM officials, service providers etc.) The Operator shall instruct staff accordingly and shall also make such arrangements as are necessary to deal with these eventualities.

Training:

The Operator may be called upon to provide basic landfill operation training, GRDM staff.

APPENDICES

Appendix A

WASTE MANAGEMENT LICENCE

Appendix B

OPERATIONS AND MAINTENANCE MANUAL

Note that the Specifications (Section 3 to 6 complete) will constitute the Operations and Maintenance Manual. This document will be revised from time to time, as the needs arise during the Contract Period

Appendix C

Site Infrastructure Drawings

DRAWINGS

DRAWING NUMBER	DRAWING TITLE
BOUND IN-CIVIL	
1001661-0000-DRG-CC-0010	Locality Plan
1001661-0000-DRG-CC-0011	Contract Name Board
BOUND IN-ELECTRICAL	
1001661-0000-DRG-EE-2	High Mast Floodlight Schematic Diagram
1001661-0000-DRG-EE-3	Typical Trench Detail for LV Cables
1001661-0000-DRG-EE-4	Detail of Service Cable-end
CIVIL WORKS-ZUTARI	
1001661-0000-DRG-CC-0002	General Layout: Proposed Works
1001661-0000-DRG-CC-0100	Construction Access: Traffic Signage Layout
1001661-0000-DRG-CC-0200	Sewer and Water Layout
1001661-0000-DRG-CC-0201	Water Details
1001661-0000-DRG-CC-0300	Layout and Long section: Access Road - Layout 1 of 3
1001661-0000-DRG-CC-0301	Layout and Long section: Access Road - Layout 2 of 3
1001661-0000-DRG-CC-0302	Layout and Long section: Access Road - Layout 3 of 3
1001661-0000-DRG-CC-0304	Layout and Long section: Gravel Road
1001661-0000-DRG-CC-0305	Road and Stormwater Details
1001661-0000-DRG-CC-0306	General Details
1001661-0000-DRG-CC-0321	Waste Tyre Recycling Platform and Fence Setting out Layout
1001661-0000-DRG-CC-0350	Internal Roads and Stormwater: Layout
1001661-0000-DRG-CC-0710	PetroSA Fencing and Gate Detail
1001661-0000-DRG-CC-0711	Clear View Type Fencing and Gate Detail
CIVIL WORKS-EB CONSULTING	
1001661-0000-DRG-CC-0501	General Arrangement: General & Hazardous Waste Cells
1001661-0000-DRG-CC-0502	General Arrangement: Sections

1001661-0000-DRG-CC-0503	General Waste Cells: Bulk Earthworks and Liner Layout
1001661-0000-DRG-CC-0504	General Waste Cells: Leachate Drainage Layout
1001661-0000-DRG-CC-0505	General Waste Cells: Subsoil Drainage Layout
1001661-0000-DRG-CC-0506	General Waste Cells: Details
1001661-0000-DRG-CC-0507	General Waste Cells: Structured Wall HDPE Manhole Details
1001661-0000-DRG-CC-0508	General Waste Cells: Contaminated Water Drainage Details
1001661-0000-DRG-CC-0520	General Waste Cells: Leachate and Contaminated Water Dams Layout
1001661-0000-DRG-CC-0521	General Waste Cells: Leachate and Contaminated Water Dams Sections and Details
1001661-0000-DRG-CC-0551	Hazardous Waste Disposal Cells: Bulk Earthworks and Liner Layout
1001661-0000-DRG-CC-0552	Hazardous Waste Disposal Cells: Leachate Drainage Layout
1001661-0000-DRG-CC-0553	Hazardous Waste Disposal Cells: Primary Leakage Detection and Cooling System
1001661-0000-DRG-CC-0554	Hazardous Waste Disposal Cells: Secondary Leakage Detection Layout
1001661-0000-DRG-CC-0555	Hazardous Waste Disposal Cells: Subsoil Drainage Layout
1001661-0000-DRG-CC-0556	Hazardous Waste Disposal Cells: Sections and Details