



Handwritten initials and circled '1' above a rectangular stamp. The stamp contains the text: OVERSTRAND MUNICIPALITY, 17 AUG 2018, and SUPPLY CHAIN MANAGEMENT.

TENDER NO.: SC 1892/2018

**OPERATION OF GANSBAAI LANDFILL, STANFORD PUBLIC DROP-OFF
AND PEARLY BEACH DROP-OFF FOR A CONTRACT PERIOD ENDING
30 NOVEMBER 2032
PROCUREMENT DOCUMENT**

NAME OF TENDERER:	EnviroSen Waste Management (Pty) Ltd
Total Bid Price (Inclusive of VAT) (refer to page 114)	-R 116 766 901-15

JULY 2018

PREPARED BY: JPCE (Pty) Ltd	ISSUED BY: Directorate: Finance: Supply Chain Management Unit Overstrand Municipality P O Box 20, Hermanus, 7200	CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS: Johan van Taak Solid Waste Manager Tel. Number: 028 316 3724
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KLEINMOND Private Bag X3 Kleinmond, 7195 Tel: 028 271 8400 Fax: 028 271 4678	HERMANUS P O Box 20 Hermanus, 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD P O Box 84 Stanford, 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI P O Box 26 Gansbaai, 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS

TENDER NUMBER:	SC1892/2018				
TENDER TITLE:	Operation of Gansbaai Landfill, Stanford Public Drop-off and Pearly Beach Drop-off for a contract period ending 30 November 2032				
CLOSING DATE:	10 August 2018		CLOSING TIME:	12h00	
SITE MEETING:	DATE:	18 July 2018	TIME:	11h00	COMPULSORY: Yes
SITE MEETING ADDRESS:	Gansbaai Municipal Offices				
CIDB GRADING REQUIRED:	No	LEVEL AND CATEGORY:	n/a		
BID BOX NO:	5	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)

NAME OF TENDERER:	<i>EnviroServ Waste Management (Pty) Ltd</i>				
NAME OF CONTACT PERSON:	<i>Francois du Plessis</i>				
PHYSICAL ADDRESS:	<i>15 Dorbyl Road</i>		POSTAL ADDRESS:	<i>PO Box 3306</i>	
	<i>Sacks Circle</i>			<i>Tygerpark</i>	
	<i>Bellville South 7530</i>			<i>7536</i>	
TELEPHONE NO:	<i>021 951 8400</i>		FAX NO.	<i>086 504 1373</i>	
E-MAIL ADDRESS:	<i>francoisd@enviroserv.co.za</i>		CELL NO.	<i>082 371 1507</i>	

DATE:	<i>08 August 2018</i>				
SIGNATURE OF TENDERER:	<i>[Signature]</i>				
CAPACITY UNDER WHICH THIS BID IS SIGNED:	<i>General Manager: Coastal / Regional Manager: WC.</i>				

PLEASE NOTE:

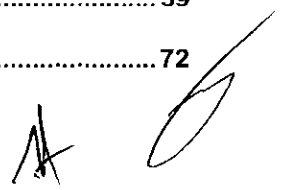
1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	J Palm	021 982 6570
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	A Moore	028 313 8974
	L du Preez	028 313 8147



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**PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF
THE SUPPLY CHAIN MANAGEMENT POLICY**

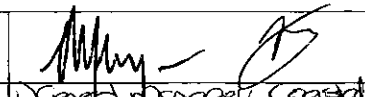
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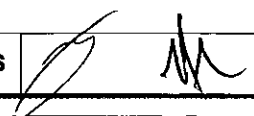
1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	✓	No	
2.	Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	✓	No	
3.	Tax Clearance Certificate - Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	✓	No	
4.	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	✓	No	
5.	MBD 5 (Declaration for procurement above R10 million (vat included)	Yes	✓	No	
6.	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	✓	No	
7.	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	✓	No	
8.	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	✓	No	
9.	MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	✓	No	
10.	MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	✓	No	
11.	OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	✓	No	
12.	Indemnity - Is the form duly completed and signed?	Yes	✓	No	
13.	Schedule of Work Experience of Bidder - Is the form duly completed and signed?	Yes	✓	No	
14.	Details of Key Personnel - Is the form duly completed and signed?	Yes	✓	No	
15.	Schedule of Work Experience of Key Personnel - Is the form duly completed and signed?	Yes	✓	No	
16.	Schedule of Compulsory Sub-Contracting - Is the form duly completed and signed?	Yes	✓	No	
17.	Schedule of Social Responsibility Projects - Is the form duly completed and signed?	Yes	✓	No	
18.	DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	✓	No	

SIGNATURE		NAME (PRINT)	1) Alex Oosthuizen 2) Francois du Plessis
CAPACITY	1) General Manager Coastal 2) Regional Manager WC	DATE	08 August 2018
NAME OF FIRM	EnviroServ waste management (Pty) Ltd		

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2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. SC1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Tenders are hereby invited for the **Operation of Gansbaai Landfill Site, Stanford Public Drop-off Facility and Pearly Beach Drop-off Facility for a contract period ending 30 November 2032.**

Tender documents, in English, are obtainable from **Monday, 09 July 2018**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus from Ms Rita Neethling; Tel. 028 313 8064, between 08h30 and 15h30 upon payment of a **tender participation fee of R708-08 per set.**

Sealed tenders, with "**Tender No.SC1892/2018: Operation of Gansbaai Landfill Site, Stanford Public Drop-off Facility and Pearly Beach Drop-off Facility for a contract period ending 30 November 2032**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

A compulsory information session will be held at **11h00 on Wednesday, 18 July 2018** at **Gansbaai Municipal Offices.**

The successful tenderer must subcontract a minimum of **30%** of the value of the contract to the designated groups as contemplated in terms of Regulation 9(2) of the Preferential Procurement Regulations, 2017.

The closing date and time of the tender is on **10 August 2018 at 12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **J Palm** at telephone number: **021 982 6570.**

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MUNICIPALITY

3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this bid and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* bid.

* Delete whichever is inapplicable

NAME & SURNAME	<i>See attached : SECTION 2</i>		
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

SIGNED FOR AND ON BEHALF OF OVERSTRAND MUNICIPALITY	
NAME AND SURNAME	
DATE	

INITIALS	<i>[Handwritten initials]</i>
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4. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.	✓	Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken	07 August 2018		
Resolution signed by (name and surname)	Croydon Hloyd Andrew Coppins		
Capacity	Company Secretary		
Name and surname of delegated authorised signatory	1) Alen Oosthuizen 2) Francois du Plessis		
Capacity	1) General manager: Coastal 2) Regional manager: WC.		
Specimen signature			
Full name and surname of ALL director(s)	1) Dean Lee Thompson 2) Croydon Hloyd Andrew Coppins ✓ 3) Nicolaas Stephanus Vermeulen ✓ 4) David Frederick Nicolaas Krugel ✓ 5) Dalia Louvanhas ✓ 6) Alexander McLean ✓		
	7) Thabiso Taba ✓ 8) Esmé Gombault ✓ 9) Siphumzile Juti ✓		
Is a copy of the resolution attached?	YES	✓	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	8/8/2018
PRINT NAME:	Croydon Hloyd Andrew Coppins		
WITNESS 1:		WITNESS 2:	

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2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

- 2.2.1. Majority members; or
- 2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or
- 2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken					
Resolution signed by (name and surname)					
Capacity					
Name and surname of delegated authorised signatory					
Capacity	N/A				
Specimen signature					
Full name and surname of ALL director(s) / member (s)					
Is a copy of the resolution attached?	<table border="1"> <tr> <td>YES</td> <td></td> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES		NO			

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

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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4. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr / Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	N/A
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr / Ms _____ to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____ acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
Signature	Tel. No.	N/A	
	Designation		

2. 2nd PARTNER

Name of firm			
Address			
Signature	Tel. No.		
	Designation		

3. 3rd PARTNER

Name of firm			
Address:			
Signature	Tel. No.		
	Designation		

4. 4th PARTNER

Name of firm			
Address:			
Signature	Tel. No.		
	Designation		

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.
A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

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5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

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

11. INSURANCE

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

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

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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**14. SPARE PARTS**

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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18. VARIATION ORDERS

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. 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 purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

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25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

28. LIMITATION OF LIABILITY

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

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**31. NOTICES**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. AMENDMENT OF CONTRACTS

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 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.

35. PROHIBITION OF RESTRICTIVE PRACTICES.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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6. GENERAL CONDITIONS OF TENDER

1. GENERAL

- 1.1. All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
 - 1.1.1. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2. Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
 - 1.3.1. By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
 - 1.3.2. All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4. Bids submitted must be complete in all respects.
 - 1.4.1. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.

A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.5. Where the value of an intended contract will exceed R1 000 000,00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
 - 2.5.1. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.

3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.

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- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
 - 4.1.1. Any bid received without the **"Bid Number and / or Title"** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2. The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.
- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 28cm x 2.5cm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

5. BID OPENING

- 5.1. Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. Where practical, prices will be read out at the time of opening bids.
- 5.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. EVALUATION AND ADJUDICATION CRITERIA:

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capacity and capability of bidders to execute the contract; and
- 6.4. PPPFA & associated regulations.

7. REQUIREMENTS OF A VALID BID:

The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:

- 7.1.1. The tender has not been completed in non-erasable handwritten ink,
- 7.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 7.1.3. A partially completed and/or defective MBD 6.2 and relevant Annexures (if applicable),
- 7.1.4. Incomplete Pricing Schedule or Bill of Quantities,
- 7.1.5. A Form of Offer not signed in non-erasable ink,
- 7.1.6. Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.

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- 7.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
- 7.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;
 - 7.2.2. To obtain the personal income tax number(s) from the recommended bidder;
 - 7.2.3. To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 7.2.4. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 7.2.5. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
 - 7.2.5.1. If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

8. TEST FOR RESPONSIVENESS:

- 8.1. A Bid will be considered non-responsive if:
 - 8.1.1. the bid is not in compliance with the specifications;
 - 8.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 8.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2. The Municipality reserves the right to accept or reject:
 - 8.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
 - 8.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 8.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

9. INCORRECT INFORMATION

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 proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or 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.

10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 10.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.

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- 10.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

11. INVOICES

- 11.1. All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

11.2. Legal requirements for invoices

- 11.2.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

11.2.1.1. Ordinary invoice (not VAT Registered)

- a) The word '**INVOICE**' to be displayed in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

11.2.1.2. VAT/Tax invoice (VAT registered) an example of a valid Tax Invoice is attached as **Annexure C**.

- a) Word '**TAX INVOICE**' to be displayed in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- f) The Municipality's name and postal address (P O Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

12. PAYMENT TERMS

- 12.1. It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 12.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**¹ on the Municipality's supplier database. It must however be noted, that a weekly

¹ SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

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payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

13. PRECEDENCE OF TERMS AND CONDITIONS

13.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:

13.1.1. The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:

- 13.1.1.1. Municipal Financial Management Act 56 of 2003
- 13.1.1.2. Municipal Supply Chain Management Regulations
- 13.1.1.3. Supply Chain Management policy
- 13.1.1.4. Specifications of the bid document
- 13.1.1.5. Special Conditions of Contract
- 13.1.1.6. General Conditions of Contract
- 13.1.1.7. Service Level Agreements/ Service Delivery Agreements
- 13.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates 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
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing		
1	Tax Reference Number:	9090528176
2	Tax Compliance Status Pin:	17F740D12N
3	Tax Clearance Certificate Number:	0700/1/2017/A001336060

- c. If a bidder is registered on the Overstrand Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

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8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative	EnviroServ waste management (Pty) Ltd			
3.2.	Identity number	N/A			
3.3.	Position occupied in the company (director, shareholder ³ etc.)	N/A			
3.4.	Company registration number	2008/021152/07			
3.5.	Tax reference number	9090528176			
3.6.	VAT registration number	4300251123			
3.7.	Are you presently in the service of the state?	YES		NO	<input checked="" type="checkbox"/>
3.7.1.	If so, furnish particulars:				
	N/A				

² MSCM Regulations: "in the service of the state" means to be –

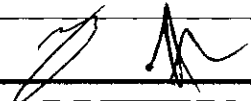
- (a) a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of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

³ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	✓
3.8.1.	If so, furnish particulars:				
	N/A				
3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	✓
3.9.1.	If so, furnish particulars:				
	N/A				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	✓
3.10.1.	If so, furnish particulars:				
	N/A				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	✓
3.11.1.	If so, furnish particulars:				
	N/A				

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3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	<input checked="" type="checkbox"/>
3.12.1.	If so, furnish particulars:				
	N/A				
3.13.	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 bidding for this contract?	YES		NO	<input checked="" type="checkbox"/>
3.13.1.	If so, furnish particulars:				
	N/A				
3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:				
	full name and surname	identity number	personal income tax number	Provide State ⁴ employee number <u>(Only to be completed if in the service of the State)</u>	
	See attached SECTION 4 - ANNEXURE 4				

⁴ MSCM Regulations: "in the service of the state" means to be -

1. a member of -
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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- NB:** SEE ATTACHED: SECTION 4 - ANNEXURE 1.
- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
 - PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) Alan Oosthuizen / Francois du Plessis, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	08 August 2018
NAME OF SIGNATORY	1) Alan Oosthuizen 2) Francois du Plessis		
POSITION	1) General manager: Coastal 2) Regional manager: WC		
NAME OF COMPANY	EnviroSen Waste management (Pty) Ltd		

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**9. MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(VAT INCLUDED)**

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

1. Are you by law required to prepare annual financial statements for auditing?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
N/A				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
3.1. If yes, furnish particulars				
N/A				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
4.1. If yes, furnish particulars				
N/A				

CERTIFICATION

I, the undersigned (name) Alan Oosthuizen / Francois du Plessis, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	08 August 2018
NAME (PRINT)	1) Alan Oosthuizen 2) Francois du Plessis		
CAPACITY	1) General manager: Coastal 2) Regional manager: WC		
NAME OF FIRM	EnviroServ waste management (Pty) Ltd		

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10. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

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- 2.5. "EME" means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. "prices" includes all applicable taxes less all unconditional discounts;
- 2.8. "proof of B-BBEE status level of contributor" means:
 - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;
 - 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. "QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing.

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:-

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid.

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

- 4.1. In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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5. BID DECLARATION

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

5.1.1.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1	
5.1.2.	B-BBEE Status Level of Contributor	2
5.1.3	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	18

5.2. (Points claimed in respect of paragraph 6 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.)

6. SUB-CONTRACTING

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	30,4 %			
ii.	the name of the sub-contractor	CENTREMARK ROADMARKING (PTY) LTD			
iii.	the B-BBEE status level of the sub-contractor	1			
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
v.	Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:				
	Designated Group: An EME or QSE which is at least 51% owned by:	EME	<input checked="" type="checkbox"/>	QSE	<input checked="" type="checkbox"/>
a.	Black people				<input checked="" type="checkbox"/>
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				
	OR				
h.	Any EME				
i.	Any QSE				

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7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1.	Name of company/firm	Enriosen waste management (Pty) Ltd.	
7.2.	VAT registration number	4300251123	
7.3.	Company registration number	2008/021152/07	
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
		One person business / sole proprietor	<input type="checkbox"/>
		Close Corporation (CC)	<input type="checkbox"/>
		Company ((Pty) Ltd. / Ltd.)	<input checked="" type="checkbox"/>
		Company (Ltd.)	<input type="checkbox"/>
7.5.	Describe principal business activities	Waste management, supply, transportation and disposal of hazardous and general waste, recycling on-site waste management, landfill management, management of MEF's & Transfer stations.	
7.6.	Company Classification (Tick applicable box)	Manufacturer	<input type="checkbox"/>
		Supplier	<input type="checkbox"/>
		Professional service provider	<input checked="" type="checkbox"/>
		Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
7.7.	Municipal information		
i.	Municipality where business is situated	City of Cape Town	
ii.	Registered municipal account number	134860583	
iii.	Stand number	34097	
7.8.	Total number of years the company/firm has been in business	± 37 years	

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's

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- 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:	08 August 2018		
ADDRESS:	15 Dabyl Road		
	Sacks Circle		
	Bellville South 7530		

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REQUIREMENTS REGARDING VALIDATION OF B-BBEE POINTS

VERY IMPORTANT:

1. ONLY THE DOCUMENTS LISTED BELOW WILL BE ACCEPTED
2. Failure to submit the said documents will result in the bidder forfeiting the B-BBEE points claimed.

1. EMEs:

- 1.1. A **VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available in the tender document**);

or
- 1.2. A **VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or
- 1.3. A **VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by the South African National Accreditation System (**SANAS**).

2. QSEs:

- 2.1. A **VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available on request**); **Only applicable to QSEs with 51% or more Black ownership**

or
- 2.2. A **VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by **SANAS**.

3. BIDDERS OTHER THAN EMEs AND QSEs

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by **SANAS**.

4. SUB-CONTRACTING

- 4.1. Proof of the bidder's sub-contractor's B-BBEE status level verification certificate must be submitted with the bid
- 4.2. Please refer to the requirements in paragraphs 1 and 2 above for a valid EME and / or QSE B-BBEE status level verification certificate / affidavit.

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MUNISIPALITEIT



MUNICIPALITY

11. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

INCOME NOT EXCEEDING R10,000,000 (TEN MILLION RAND)

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 (please indicate with an "X")				
	Member	Director	Owner	of the following enterprise and am duly authorised to act on its behalf:	
	Enterprise Legal Name				
	Trading Name				
	Registration Number				
	Enterprise Address				
	Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date			
3.	I hereby declare under oath that:				
	The enterprise is	% black owned	% black woman owned		
4.	Based on the (please indicate with an "X")	financial statements	management accounts		
	and other information available on the	financial year ,			
	the income did not exceed R10,000,000.00 (ten million Rand);				
5.	Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.				
	Level One	100% black owned (135% B-BBEE procurement recognition)			
	Level Two	More than 51% black owned (125% B-BBEE procurement recognition)			
	Level Four	Less than 51% black owned (100% B-BBEE procurement recognition)			
6.	The entity is an empowering supplier in terms of the dti Codes of Good Practice.				
7.	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.				
8.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.				
Deponent signature:		Commissioner of Oaths stamp			
Date:					
Commissioner of Oaths signature					
Date					

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12. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

INCOME BETWEEN R10, 000,000 (TEN MILLION RAND) & R50, 000,000 (FIFTY MILLION RAND)

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 (please indicate with an "X")			
3.	Member	Director	Owner
			the following enterprise and am duly authorised to act on its behalf:
Enterprise legal name			
Trading name			
Registration number			
Enterprise physical address			
Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)			
Nature of business			
Definition of "Black People"		As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date	
4. I hereby declare under oath that:			
The enterprise is		% black owned	As per amended code series 100 of the amended Codes of Good Practice issued under section 9(1) of B-BBEE Act no. 53 of 2003 as amended by Act n. 46 of 2013
The enterprise is		% black woman owned	
The enterprise is		% Black designated group owned	
5.	Based on the	financial statements	management accounts
and other information available on the latest financial year-end of			
the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),			
6. Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.			
Level One		100% black owned (135% B-BBEE procurement recognition)	
Level Two		At least 51% black owned (125% B-BBEE procurement recognition)	
7. 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.			
8. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.			
Deponent signature:		Commissioner of Oaths stamp	
Date:			
Commissioner of Oaths Signature			
Date			

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13. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	<input checked="" type="radio"/> No
4.1.1	If so, furnish particulars: <p align="center">N/A</p>		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	<input checked="" type="radio"/> No
4.2.1	If so, furnish particulars: <p align="center">N/A</p>		

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input checked="" type="radio"/> No
4.3.1	If so, furnish particulars: N/A		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	<input checked="" type="radio"/> No
4.4.1	If so, furnish particulars: N/A		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	<input checked="" type="radio"/> No
4.5.1	If so, furnish particulars: N/A		

5. CERTIFICATION

I, the undersigned (full name), Abri Oosthuizen / Francois du Plessis, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	1) Abri Oosthuizen 2) Francois du Plessis
CAPACITY:	1) General manager: Coastal 2) Regional manager: WC	DATE:	08 August 2018
NAME OF FIRM:	Envirosen Waste management (Pty) Ltd		

INITIALS		
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14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

INITIALS	
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- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	1) Alon Costhuizen 2) Francois du Plessis
CAPACITY	1) General Manager: Coastal 2) Regional manager: WC	DATE	08 August 2018
NAME OF FIRM	Enviro Sen Waste management (Pty) Ltd.		

⁶ 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.

INITIALS



15. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

I, Alon Oosthuizen ⁶³⁰⁷²²⁵⁰⁷⁷⁰⁸³
Francis du Plessis, 7208155006085 (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of EnviroServ Waste Management (Pty) Ltd. (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

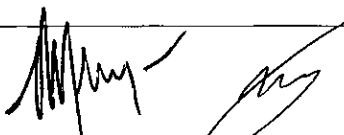
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER
15 Derby Road, Sacks Circle, Bellville South.	134 86 0583


Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)
See attached; SECTION 4 : ANNEXURE 1		

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

	1) General manager: Coastal 2) Regional manager: WC	08 August 2018
Signature	Position	Date

INITIALS 



COMMISSIONER OF OATHS

Signed and sworn to before me at Bellville
_____ on this 8th day of Aug 20 18

by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:

Signature: _____

Print name: Melino Aetwyn MURRAY

Position: Magistrate Office

Address: 22128 Albertina Sibusiso

Tel: 0825543079

Apply official stamp of authority on this page:

*Certified a true copy of the original document which reflects no apparent unauthorized alterations.
Gesertifiseer 'n ware afskryf van die oorepranklike dokument waaraan geen skriftelike ongemagtigde wysigings aangebring is nie.*

M. J. Murata.....SD 38526
Commissioner of Oaths / Kommissaris van Ede
Date/Datum.....8/8/2018

INITIALS



16. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	1) Alex Oosthuizen 2) Francois du Plessis
CAPACITY	1) General manager: Coastal 2) Regional manager: WC	DATE	08 August 2018
NAME OF FIRM	EnviroSen waste management (Pty) Ltd.		
WITNESS 1		WITNESS 2	

INITIALS



17. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.	
In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	990000173073
NOTE: SEE SECTION 4: ANNEXURE 3	
A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.	

PRINT NAME:	1) Alan Coetzee 2) Francois du Plessis		
CAPACITY:	1) General manager - Coastal 2) Regional Manager: etc.	NAME OF FIRM	EnviroServ waste management (Pty) Ltd
SIGNATURE:		DATE:	08 August 2018

INITIALS	
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WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

Enviro Sen Waste Management (Pty) Ltd
 (Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, Francois du Plessis,
 representing the MANDATARY do hereby acknowledge that ENVIRO SEN WASTE MANAGEMENT (PTY) LTD
 (mandatary) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:	<u>08 August 2018</u>	PLACE:	<u>Bellville South.</u>
PRINT NAME:	<u>Francois du Plessis</u>		
CAPACITY:	<u>Regional Manager.. WC.</u>		
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

INITIALS



18. INDEMNITY

Given by (name of company) EnviroSen Waste Management (Pty) Ltd.
 of (registered address of company) 15 Derby Road, Sacks Circle, Bellville South 7530
 a company with limited liability registration number 990000173073
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by (name of representative) Alon Oosthuizen / Francois du Plessis
 in his capacity as (designation) General Manager: Coastal / Regional Manager: WC
 of the contractor, and duly authorised by a resolution dated 7 AUGUST /2018.

WHEREAS the contractor entered into a contract with the municipality dated _____ /20____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	08 August 2018

SIGNATURE OF WITNESS 1:	
DATE:	08 August 2018

SIGNATURE OF WITNESS 2:	
DATE:	08 August 2018

INITIALS	
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19. SCHEDULE OF WORK EXPERIENCE OF BIDDER – COMPLETED AND CURRENT SIMILAR, RELEVANT PROJECTS

The following is a statement of experience of similar work executed by the bidder:

RELEVANT EXPERIENCE OF THE BIDDER IN LANDFILL MANAGEMENT AND OPERATION AS WELL AS TRANSPORT OF CONTAINERISED WASTE								
#	Client / Employer	Employer contact person (Name, Tel., Email)		Project Name	Nature Of Involvement	Total Project Value (INCL. VAT)	Date Started	Completion Date
1.		Name		SEE SECTION 5: ANNEXURE B.				
		Tel.						
		Email						
2.		Name						
		Tel.						
		Email						
3.		Name						
		Tel.						
		Email						
4.		Name						
		Tel.						
		Email						

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	SEE SECTION 5 ANNEXURE B 11 PAGES.
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SIGNATURE:		NAME (PRINT):	1) Alan Oosthuizen 2) Francois du Plessis
CAPACITY:	1) General Manager: Coastal 2) Regional Manager: WC.	DATE:	08 August 2018
NAME OF FIRM:	EnviroSen waste management (Pty) Ltd		

INITIALS

20. DETAILS OF KEY PERSONNEL

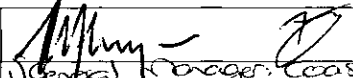
The Tenderer shall insert in the space provided below details of the key personnel required to be in employment of the tenderer, in order for the tenderer to be eligible to submit a tender for this project. **The curriculum vitae and copies of qualifications of each individual must also be appended to this schedule.**

Tenderers must supply details of the personnel who will be engaged in this contract:

1. Landfill Manager — SEE DETAILS SECTION 5 : ANNEXURE B .	
Name	FREDERICK JACOBUS (Frikkie) Botha
Qualifications	MATRIC 1977 RAU - B.Sc (BIOLOGICAL SCIENCES) 1983
No. of years' relevant experience	WASTE MANAGEMENT = 34 YEARS : LANDFILL MANAGEMENT 18 YEARS
2. Landfill Operator SEE DETAILS SECTION 5 : ANNEXURE B	
Name	Andrew van der Berg
Qualifications	SENIOR CERTIFICATE 1995
No. of years' relevant experience	± 13 YEARS

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	SEE SECTION 5 ANNEXURE B. 19 PAGES
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SIGNATURE:		NAME (PRINT):	1) Alex Costhuizen 2) Francois du Plessis
CAPACITY:	1) General Manager: Coastal 2) Regional Manager: WC	DATE:	08 August 2018
NAME OF FIRM:	Enviro Serv waste management (Pty) Ltd		

INITIALS		
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21. SCHEDULE OF WORK EXPERIENCE OF KEY PERSONNEL – COMPLETED AND CURRENT SIMILAR, RELEVANT PROJECTS

The following is a statement of experience of similar work of the key personnel:

LANDFILL MANAGER: RELEVANT EXPERIENCE								
#	Client / Employer	Employer contact person (Name, Tel., Email)		Project Name	Nature Of Involvement	Total Project Value (INCL. VAT)	Date Started	Completion Date
1	Refer to Annexure B	Name		REFER SECTION 5: ANNEXURE B				
		Tel.						
		Email						
2		Name						
		Tel.						
		Email						
3		Name						
		Tel.						
		Email						
4		Name						
		Tel.						
		Email						

Attach additional pages if more space is required.

REFER SECTIONS ANNEXURE B, 7 PAGES

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	7 PAGES
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INITIALS



The following is a statement of experience of similar work of the key personnel:

LANDFILL OPERATOR: RELEVANT EXPERIENCE								
#	Client / Employer	Employer contact person (Name, Tel., Email)		Project Name	Nature Of Involvement	Total Project Value (INCL. VAT)	Date Started	Completion Date
1.	Refer to Annexure B	Name		REFER: SECTION 5: ANNEXURE B				
		Tel.						
		Email						
2.		Name						
		Tel.						
		Email						
3.		Name						
		Tel.						
		Email						
4.		Name						
		Tel.						
		Email						

Attach additional pages if more space is required.

REFER SECTION 5 ANNEXURE B

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	5 PAGES
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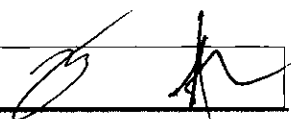
SIGNATURE:		NAME (PRINT):	1) Alex Oosthuizen 2) Francois du Plessis
CAPACITY:	1) General Manager: Coastal 2) Regional Manager: WC	DATE:	08 August 2018
NAME OF FIRM:	EnviroSen waste management (Pty) Ltd		

INITIALS

22. SCHEDULE OF COMPULSORY SUB-CONTRACTING

1. The bidder must sub-contract a minimum of **30%** of the value of the contract to:-
 - 1.1. an EME or QSE;
 - 1.2. an EME or QSE which is at least 51% owned by black people;
 - 1.3. an EME or QSE which is at least 51% owned by black people who are youth;
 - 1.4. an EME or QSE which is at least 51% owned by black people who are women;
 - 1.5. an EME or QSE which is at least 51% owned by black people with disabilities;
 - 1.6. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - 1.7. a cooperative which is at least 51% owned by black people;
 - 1.8. an EME or QSE which is at least 51% owned by black people who are military veterans
 - 1.9. more than one of the categories referred to in sub-clauses (1.1) to (1.9).
2. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender.
3. The tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

INITIALS

Two handwritten signatures or initials are present in the box. The first is a stylized signature, and the second is a more complex signature.



We hereby certify that it is our intention to employ the following Sub-contractors for work on this contract:

SUB-CONTRACTORS							
#	BBBEE Level	From which designated group, as per paragraph 1 above?	CSD Number	Name/Address/Contact Person/Phone	Firm Experience	Items of work (pay items) to be Subcontracted	Estimated Cost of Work (Rand)
1.	1	1,2 SEE ATTACHED S.V. OWNED BY BLACK PEOPLE	MAAA032 3466	CENTRE PARK ROAD MARKING (PTY) LTD. 15 CABERNET CRESCENT SAXENBURG PARK 1 BLACKHEATH 7580 DOUGH SOWDEN (DIRECTOR) 021 905 0210 082 800 9791	16 YEARS	LANDFILL COMPACTION SUPPLY AND OPERATE CAT 816F-23TON COMPACTOR	R19 640 880 00 R30 816 540 72
2.							
3.							
TOTAL (Excluding VAT)							R30 816 540 72

SEE SECTION 5 ANNEXURE C

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) ~~7~~ PAGES

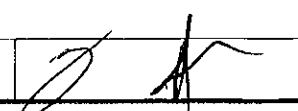
SIGNATURE:		NAME (PRINT):	1) Alan Oosthuizen 2) Francois du Plessis
CAPACITY:	1) General manager: coastal 2) Regional manager: WC	DATE:	08 August 2018
NAME OF FIRM:	Envirosent Waste management (pty) Ltd.		

INITIALS

23. SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS

1. As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 3 below.
2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
 - 3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
 - 3.2. Young women / mothers upliftment / leadership programme;
 - 3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
 - 3.4. Financial support / bursaries to previously disadvantaged youth;
 - 3.5. Youth leadership and empowerment projects;
 - 3.6. Early childhood development;
 - 3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
 - 3.8. Business skills and enterprise support including mentoring of local enterprises; and
 - 3.9. Development of Parks and open spaces.

INITIALS





We hereby certify that it is our intention to implement the following social responsibility project(s) within the Overstrand Municipal area during the duration of this contract:

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project
1.	Support Comhill School - a special needs school R2000 per bin transported to: 1) Acquire items need by school 2) support teacher	Children with disabilities - GRANT LINDSAY DEVELOPMENT - HERMANUS ARAFA.	From start of contract R2000 per bin transported. R2000 when required - alternatively a teacher will be sponsored on a monthly basis.	EnviroSen commit R2000 per bin transported. Estimated value R237000 OVER 14 YEARS.
2.	SEE SECTION 4: ANNEXURE 8			
3.				
4.				
5.				

SEE SECTION 4 ANNEXURE 8

Number of pages attached to this page:	14 PAGES
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I, the undersigned, who warrants that I am 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.

SIGNATURE:		NAME (PRINT):	1) Alon Oosthuizen 2) Francois du Plessis
CAPACITY:	1) General Manager: Coastal 2) Regional Manager: WC	DATE:	08 August 2018
NAME OF FIRM:	EnviroSen Waste Management (Pty) Ltd.		

INITIALS

24. DECLARATION BY TENDERER

I/ We acknowledge that I/ we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I/ we accept the conditions in all respects.

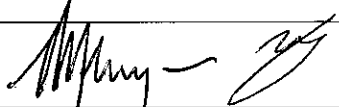


I/ We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

15 Dorbyl Road
 Sacks Circle
 Bellville South 7530

I/ We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I/ We furthermore confirm I/ we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I/ we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I/ We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

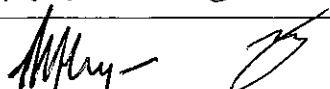
SIGNATURE		NAME (PRINT)	1) Alon Oosthuizen 2) Francois du Plessis
CAPACITY	1) General Manager: Coastal 2) Regional Manager: WC	DATE	08 August 2018
NAME OF FIRM	EnviroSen Waste Management (Pty) Ltd		
WITNESS 1		WITNESS 2	

INITIALS





PART B – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC 846	
NAME OF FIRM	EnviroSen Waste management (Pty) Ltd		
SIGNATURE		CAPACITY	1) General manager: Coastal 2) Regional Manager: WC
NAME (PRINT)	1) Alex Costruizen 2) Francois du Plessis		

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction



FOR OFFICE USE ONLY

FORMS REMOVED & HANDED TO DATABASE OFFICIAL

1	Database Registration Form	Yes	No	
2	Questionnaire For Preferential Procurement Policy	Yes	No	
2.1	BBBEE Certificate / Letter from Auditor			
3	Declaration By Supplier	Yes	No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes	No	
5	Nature Of Operations, Products Or Services	Yes	No	
6	Credit Order Instruction	Yes	No	
7	Documents Required:			
7.1	Copy of Company Registration Documentation	Yes	No	
7.2	Tax Clearance Certificate	Yes	No	
7.3	PAYE	Yes	No	
7.4	UIF Certificate / proof	Yes	No	
7.5	WCA Certificate / Letter of Good Standing	Yes	No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes	No	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:			

I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official

	Removed	Checked
Print Name		
Signature		
Date		

INITIALS



PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

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

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or an originally certified copy thereof, substantiating their B-BBEE rating by a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2. BID DECLARATION

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

2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	2
2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	9/18

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof).

3	Persentasie aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit? / Is your business established within the area of jurisdiction of the Municipality? / Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	<input checked="" type="checkbox"/> In/Ngaphakathi <input type="checkbox"/> Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

INITIALS		
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DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; (ii) been convicted for fraud or corruption during the past five years; (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or (v) 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).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:	Envirosen Waste Management (Pty) Ltd.		
3.2	Company/CC Registration or ID Number:	2008/021152/07		
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	<input checked="" type="checkbox"/>
3.3.1	If so, furnish particulars. N/A			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	<input checked="" type="checkbox"/>
3.4.1	If so, furnish particulars. N/A			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	<input checked="" type="checkbox"/>
3.5.1	If so, furnish particulars. N/A			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	<input checked="" type="checkbox"/>
3.6.1	If so, furnish particulars. N/A			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	<input checked="" type="checkbox"/>
3.7.1	If so, furnish particulars. N/A			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	<input checked="" type="checkbox"/>
3.8.1	If so, furnish particulars. N/A			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	<input checked="" type="checkbox"/>
3.9.1	If so, furnish particulars. N/A			

INITIALS



3.10	Is the supplier 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)?	YES	NO	<input checked="" type="checkbox"/>
3.10.1	If so, furnish particulars.	N/A		
3.11	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO	<input checked="" type="checkbox"/>
3.11.1	If so, furnish particulars.	N/A		
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES	NO	<input checked="" type="checkbox"/>
3.12.1	If so, furnish particulars.	N/A		
3.13	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO	<input checked="" type="checkbox"/>
3.13.1	If so, furnish particulars.	N/A		

CERTIFICATION

I, THE UNDERSIGNED, Abu Oosthuizen / Francois du Plessis, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

	1) General manager: Coastal 2) Regional manager: WC	08 August 2018
Signature	Position	Date

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

1. a member of -
 - 1.1. any municipal council;
 - 1.2. any provincial legislature; or
 - 1.3. the national Assembly or the national Council of provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

COMMISSIONER OF OATHS

Signed and sworn to before me at Bethulle, on this 8th day of August 2018.

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: Marriage officier
 Address: 22128 Albertina Louw
 Tel: 082 554 3079

Apply official stamp of authority on this page:

Certified a true copy of the original document which reflects no apparent unauthorized alterations.
Gesertifiseer 'n ware afskrif van die oorspronklike dokument waarop geen wettelike ongemagtigde wysigings aangebring is nie.

M.H. Mrebata.....BD 38526
 Commissioner of Oaths / Kommissaris van Ede
 Date/Datum.....08/2018

INITIALS



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

I, Alex Oosthuizen ID 6307225077083
Francois du Plessis ID 7208155006085 (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of Environ Waste Management (Pty) Ltd. (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER
15 Durbyl Road, Sacks Circle Bellville South	134860583

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
See attached : SECTION 4: ANNEXURE 1				

NB: Please attach certified copy(ies) of ID document(s)

SEE SECTION 4 ANNEXURE 1

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	35 PAGES
--	----------

	1) General Manager: Coastal 2) Regional manager: WC	05 August 2018
Signature	Position	Date

INITIALS



COMMISSIONER OF OATHS

Signed and sworn to before me at Baldville, on this 8th day of August 2018

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: Mangee Bess
Address: 22128 Altona Road 7784
Tel: 0825542079

Apply official stamp of authority on this page:

Certified a true copy of the original document which reflects no apparent unauthorized alterations. Gesertifiseer 'n ware afskrif van die oorspronklike dokument waaraan geen leërblyklike ongemagtigde wysigings aangebring is nie.

[Signature]
M.H. Mubata.....RD 38526
Commissioner of Oaths / Kommissaris van Ede
Date/Datum.....8/8/2018

INITIALS

[Handwritten initials]



National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

INITIALS



KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

<p>Dis is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.</p>	<p>It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.</p>	<p>Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.</p>
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:

Naam / Name / Igama	ENVIROSERV WASTE MANAGEMENT (PTY) LTD
Adres / Address / Idilesi	15 DORBYL ROAD SACKS CIRCLE BELLVILLE SOUTH

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBD:

NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI	STANDARD
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI	TYGER MANOR
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI	270846018
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE	050410
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI	1

1 = Tjekrekening Cheque Account I-akhawunti yetshekhi	2 = Transmissierekening Transmission Account I-akhawunti vokuqithisela (Nie in gebruik) (Not in use) Aviselvenziswai	3 = Spaarrekening Savings Account I-akhawunti vemali egcinawevo
4 = Verbandrekening Bond Account I-akhawunti yebhondi	5 =	6 = Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

<p>Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer.</p> <p>Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling.</p> <p>Ek/ons onderneem verder om die Overstrand Munisipaliteit vroeëtydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.</p>	<p>I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.</p> <p>I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.</p> <p>I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.</p>	<p>Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali ezimifanelo zam/zelhu kwi-akhawunti yebhanki yam/yethu.</p> <p>Ndi/Siyaqonda ukuba isiqinisekiso semali ahlawule ngumasipala siza kufuneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawule ngawo kunye nazinye iinkukacha zenhlawulo.</p> <p>Ndi/Siya kumazisa umasipala xa iinkukacha zebhanki yam zihintshile kwaye noziza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.</p>
--	--	---

GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO

[Signature]

VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI

A Oosthuizen
F du Plessis

TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI

0219518400

DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA

<p>Ek/ons sertifiseer hiermee dat die besonderhede van ons klient se bankrekening soos aangedui op die krediet bevel instruksie korrek is:</p> <p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>-Ndi/Siqinisekisa ukuba iinkukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile</p> <p><i>[Signature]</i></p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / - Usayino olugunyazisiweyo</p>	<p>AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / -ISITAMPU SOMHLA ESISESIKWENI:</p> <div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>STANDARD BANK BRANCHES ALL SERVICE CENTRE</p> <p>06 AUG 2018</p> <p>ENQUIRIES 02-39-10</p> </div>
--	--

INITIALS *[Signature]*



DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque ✓	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc ✓	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed ✓	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes ✓	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration ✓	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable -for security industry	If applicable -for security industry N/A	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	N/A If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members ✓	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			

INITIALS

Management & Maintenance

OVERSTRAND



PART C- TENDER DATA
RETURNABLE SCHEDULES
AGREEMENTS
CONTRACT DATA
PRICING SCHEDULE
SCOPE OF WORKS

INITIALS

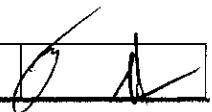
Handwritten initials 'E A' in a box. The 'E' is written in a cursive style, and the 'A' is also cursive. The initials are written in black ink on a white background.

CONTRACT NO. SC 1892/2018

**OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF
FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD
ENDING 30 NOVEMBER 2032**

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CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Part C1: Tendering Procedures

C1.1 Tender Data

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 CONTRACT NO. SC 1892/2018

 OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF
 FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD
 ENDING 30 NOVEMBER 2032

C1.1 Tender Data

In addition to the General Conditions of Tender included under Part A of this tender document the conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in the Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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F.1	GENERAL
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F.1.1	Actions
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Add the following:

The Employer is the **Overstrand Municipality**, represented by the **DIRECTOR: INFRASTRUCTURE AND PLANNING**.

F.1.2	Tender Documents
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Add the following:

“The following documents form part of this tender:

The tender documents issued by the Employer comprise:

The Tender Document (this document), in which is bound:

The Tender

Part A: Administrative Requirements in terms of the Supply Chain Management Policy

Part B: Database Registration

Part C: Technical

Part C1: Tendering procedures

C1.1 Tender data

Part C2: Returnable Documents

C2.1 List of returnable documents

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C2.2 Returnable schedules

The Contract

Part C3: Agreements and Contract Data

- C3.1 Form of offer and acceptance
- C3.2 Contract data
- C3.3 Form of Guarantee
- C3.4 Occupational Health and Safety Agreement
- C3.5 Insurance Broker's Warranty

Part C4: Pricing Data

- C4.1 Pricing instructions
- C4.2 Bills of Quantities

Part C5: Scope of Work

- C5.1 Description of the Works
- C5.2 Procurement
- C5.3 Service to be rendered
- C5.4 Management

This is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent, for the purposes of any communication between the Employer and tenderer, is:

Name: JPCE (PTY) LTD
 Contact Person: Mr. Jan Palm
 Address: 60 Bracken Street
 Brackenfell, 7560
 Tel: (021) 982 6570
 Fax: (021) 981 0868
 E-mail: janpalm@jpce.co.za

F.1.5 Cancellation and Re-invitation of Tenders

Add the following:

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2:

A competitive negotiation procedure will **not** be followed.

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F.1.6.3 Proposal procedure using two-stage system

Add the following to F.1.6.3:
A two-stage system will **not** be followed.

F.2 TENDERER'S OBLIGATIONS**F.2.1 Eligibility**

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1 Registration as Service Provider

Only those tenderers who are registered and verified on the Municipality's Supplier Database, or are capable of being are eligible to submit tenders. The Employer will only enter into a formal contract with a tenderer who is registered on the Municipality's Supplier Database as service provider and has been issued with a registration number.

Tenderers who are not registered and verified on the Municipality's Supplier Database are not precluded from submitting tenders and quotations. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the closing date of the tender. In the case of Joint Venture partnerships this requirement will apply to each party to the Joint Venture.

Supplier database registration forms are bound into tender document under Part B.

F.2.1.2 Functionality

Only those tenderers who obtain a **minimum total score of 63** for Functionality **AND** who obtains a **sub-minimum of 70% for each of the three criteria sections** are eligible to have their tenders evaluated.

The Functionality criteria and maximum score in respect of each of the criteria are attached as **Annexure A** to the Tender Data.

The information supplied by the Tenderer on **Returnable Schedules 21 and 22** will be used in determining the scores. . References listed in **Returnable Schedule 20** with regard to the Tenderer's previous experience will be contacted and requested for written comments regarding the Tenderer's Track Record which will then determine the score for the Tenderer's Track Record.

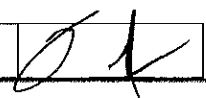
Functionality shall be scored by not less than three evaluators of which at least one must be a Supply Chain Management official of the Municipality in accordance with the schedules indicated in **Annexure A** to the Tender Data where after the scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for functionality.

F.2.1.3 Sub-contracting of Designated Groups

The municipality must apply sub-contracting to advance designated groups for tenders that are in excess of R30 million, in accordance with Regulation 9 of the Preferential Procurement Regulations, 2017. Therefore the successful tenderer must sub-contract a minimum of 30% of the value of the contract to –

- a) an EME or QSE;
- b) an EME or QSE which is at least 51% owned by black people;
- c) an EME or QSE which is at least 51% owned by black people who are youth;
- d) an EME or QSE which is at least 51% owned by black people who are women;
- e) an EME or QSE which is at least 51% owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

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- g) a cooperative which is at least 51% owned by black people;
 h) an EME or QSE which is at least 51% owned by black people who are military veterans.

Preference should be given to the designated groups in (b) - (h) above. When sub-contracting to (a) above the successful tenderer must demonstrate why it is not possible to subcontract to the other designated groups.

The Tenderer must provide in Returnable Schedule 20: Schedule of Sub-Contractors in full details of each proposed sub-contractor with reference to its compliance with the designated groups listed above and the value of the work that will be conducted by the sub-contractor(s).

F2.1.4 Promotion of Social Responsible Procurement

The intensifying triple challenges of Unemployment, Poverty and Inequality contributes negatively to the well-being of the poor and disadvantaged, resulting in deteriorating socio-economic conditions that affect the quality of life in the Overstrand Municipal area. The current economic climate places tremendous strain on the income of poor communities and perpetuates unemployment and poverty exposing the vulnerable and poor to dilapidating socio-economic conditions.

Tenderers shall be expected to indicate or provide an outline of socio-economic projects to be implemented through its Corporate Social Responsibility in the Overstrand Municipal area in the Returnable Schedule included in Part A of this document. Proposed projects must be measurable with specific focus on vulnerable groups and designated groups (youth, woman, people with disabilities and children). Tenderers can propose the following socio-economic project practices for consideration or identify additional projects:

- On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
- Young women / mothers upliftment / leadership programme;
- Skills development initiatives (technical and soft skills) must be provided by accredited and recognised institutions;
- Financial support/bursaries to previously disadvantaged youth;
- Youth leadership and empowerment projects;
- Early childhood development;
- Projects can be in collaboration with local Community Based Organisations (CBO's), Non-Government Organisation (NGO's) and relevant local institutions;
- Business skills and enterprise support including mentoring of local enterprises;
- Development of Parks and open spaces

Contact details:

Gerhard Smit – Manager: Social Development
 028 313 8035 or gsmit@overstrand.gov.za

Chantelle Hill – LED Officer
 028 313 5012 or chill@overstrand.gov.za

F.2.7 Clarification meeting


Add the following:

The arrangements for a **compulsory** site visit/clarification meeting/briefing session are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative tender offers

Add the following to F.2.12.1

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- F.2.12.1 If a tenderer wishes to submit an alternative tender offer he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in **Alterations/Amendments by Tenderer** in T2.2: Returnable Schedules.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

- F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following after the first sentence of F.2.13.4:

- F.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

- F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender Box 6.

Physical address: Municipal Office,
Magnolia Avenue, Hermanus.

Identification details: Tender number **SC 1892/2018**
Title of tender: **OPERATION OF GANSBAAI LANDFILL SITE,
STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH
DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING
30 NOVEMBER 2032**

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Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO. SC 1892/2018: TRANSPORT OF CONTAINERISED MUNICIPAL SOLID WASTE AND CHIPPING OF GARDEN WASTE" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following sub-clause after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 Closing time

Add the following to F.2.15.1:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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

F.2.16 Tender offer validity

Add the following to F.2.16.1:

F.2.16.1 The tender offer validity period is **90 days**.

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.3.

F.2.18 Provide other material

Delete the following word in F.2.18.1:

"Notarized".

Add the following to F.2.18.1:

F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R10 million:**

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the tenderer certifying 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;
- iii) particulars of any contracts awarded to the tenderer 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;

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- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Bargaining Council Certificates

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.2 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)

Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.2 Issue Addenda

Add the following to F.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is:

Time: **12:00 on 10 August 2018.**

Location: **Municipal Office, Magnolia Avenue, Hermanus.**

Tenders will be opened immediately after the closing time for tenders at 12:00.

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F.3.9 Arithmetical errors, omissions and discrepancies

Delete the contents of Sub clauses F.3.9.1 to F.3.9.2 and replace with the following:

F.3.9.1 Check responsive tender offers for:

- (a) the gross misplacement of the decimal point in any unit rate;
- (b) omissions made in completing the pricing schedule or bills of quantities; or
- (c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices or
 - (ii) the summation of the prices

F.3.9.2 Correct arithmetic errors in the following manner:

- (a) If bill of quantities (or schedule of quantities) or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.
- (b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.

F.3.9.3 Notify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.**F.3.11 Evaluation of tender offers****F.3.11.1 General**

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Functionality, Price and Preference** in accordance with F.3.11.3.

F.3.11.3 Method 2: Functionality, Price and Preference

Amend sub-clauses 3), 4(a)(i), 4(e) and 5(a) by replacing the amount of R 1 million with the amount of R 50 million.

F.3.11.7 Scoring Price

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is:

- 1) 80 points where the financial value inclusive of VAT is less than R50 000 000.
- 2) 90 points where the financial value inclusive of VAT is more than R50 000 000.

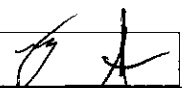
If it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system

F.3.11.8 Scoring Preferences

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2011. Points will be awarded to tenderers who are eligible for preferences in terms of **MBD 6.1: Preferencing Schedule** (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in Part A.

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The terms and conditions of **MBD 6.1: Preferencing Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference.

F.3.11.9 Scoring Functionality

Add the following:

For this Contract the value of W_2 is zero. Functionality is evaluated in accordance with clause F2.1.2.

Add the following new subclause:

F.3.11.10 Other objective criteria

The employer may apply other objective criteria in terms of section 2(1)(f) of the Act in order to award the tender to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

1. Risk Analysis ()

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13:

- g) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- h) the tenderer is registered and verified on the Municipality's Supplier Database;
- i) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- j) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- k) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, irregularities of any kind in the tender.

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The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

- F.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Accounting Officer to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the process described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Offer and Acceptance.

Replace sub-clause F.3.16.2 with the following:

- F.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Accounting Officer decision to award the tender to the successful tenderer, also give written notice to the other tenderer's informing them that they have been unsuccessful.

F.3.18 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is **one**.

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Contractor shall submit within 14 days after the Commencement Date of the Contract, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

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Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of Volume 1, Volume 2 and Volume 3 of these Tender Documents and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

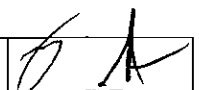
F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

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F.4.7 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.8 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.9 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

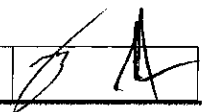
- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer, or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete **Part A, MBD 4: Declaration of Interest**. Failure to complete this schedule may result in the tender not being considered.

F.4.10 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

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- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Part A, MBD 8: Declaration of Bidder's past Supply Chain Management Practices**. Failure to complete this schedule may result in the tender not being considered.

F.4.11 UIF payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.13 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

F.4.14 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer

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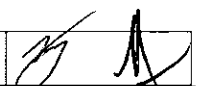
reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

- f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.15 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

- A trust, consortium or joint venture must submit a consolidated B-BBEE Status. Level Verification Certificate for every separate bid.

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Annex A to the Tender Requirements: Evaluation for Functionality

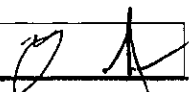
Description		Reference	Scoring				Maximum Score	Sub Total
Section 1: Key Personnel: Landfill Manager	Highest education	Returnable Schedule 22	Excellent (10) Honours, Masters or Doctorate degree	Good (8) B Degree or Nat. Dipl.	Average (5) Gr 12	Poor (3) < Gr 12	10	30
	Institutional Membership	Returnable Schedule 22	Excellent (5) Membership or Representative of Organisation Member of IWMSA for > 5 years	Good (4) Membership or Representative of Organisation Member of IWMSA for > 3 years	Average (3) Membership or Representative of Organisation Member of IWMSA for < 3 years	Poor (0) No Membership of IWMSA	5	
	Experience	Returnable Schedule 22	Excellent (15) >= 7 years relevant Landfill management experience	Good (12) >= 5 years relevant Landfill management experience	Average (8) >= 3 years relevant Landfill management experience	Poor (4) < 3 years relevant Landfill management experience	15	
Section 2: Key Personnel: Landfill Operator	Highest Education	Returnable Schedule 22	Excellent (10) Tertiary Qualification	Good (8) Gr 12	Average (5) Gr 10	Poor (3) < Gr 10	10	20
	Experience	Returnable Schedule 22	Excellent (10) >= 7 years relevant experience in Landfill Operation	Good (8) >= 5 years relevant experience in Landfill Operation	Average (5) >= 3 year relevant experience in Landfill Operation	Poor (3) < 3 year relevant experience in Landfill Operation	10	
Section 3: Company's Experience	Technical Experience (years of experience of similar projects)	Returnable Schedule 20	Excellent (25) >= 7 years' experience in Landfill Operation	Good (19) >= 5 years' experience in Landfill Operation	Average (13) >= 3 years' experience in Landfill Operation	Poor (7) < 3 years' experience in Landfill Operation	25	40
	Track record (in terms of Time, Cost and Quality Management on previous projects)	References will be contacted	Excellent (15) References confirmed excellent track record	Good (12) References confirmed good track record	Average (8) References confirmed average track record	Poor (4) References confirmed poor track record	15	

Maximum Total Score for Functionality

90

Note: Minimum Total Score of 63 is required.
A sub-minimum of 70% must be achieved in each of the three Sections.

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ANNEX F

(NORMATIVE)

STANDARD CONDITIONS OF TENDER

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

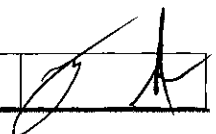
The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

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Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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F.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

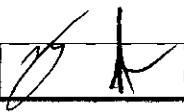
F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

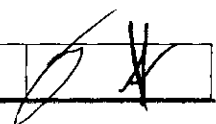
F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

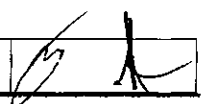
F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

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

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

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F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER'S UNDERTAKINGS**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

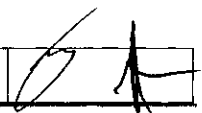
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;

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- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

INITIALS	
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The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.


The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

INITIALS



Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
(2)	(9)
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

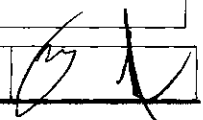
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$
2	Lowest price or percentage commission/ fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$

^a P_m is the comparative offer of the most favourable comparative offer.

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P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for functionality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for functionality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for functionality allocated to the submission under consideration;
 M_S is the maximum possible score for functionality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the functionality as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

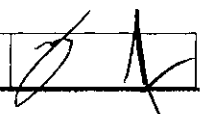
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,

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- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contract

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration

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- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

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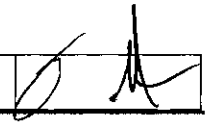
OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Part C2: Returnable Documents

C2.1 List of Returnable Documents

C2.2 Returnable Schedules

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CONTRACT NO. SC 1892/2018**OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032****C2.1 List of Returnable Documents**

The tenderer must complete the following Returnable Documents:

1. Returnable Schedules required for tender evaluation purposes

- 25: SCHEDULE OF EQUIPMENT
- 26: HEALTH AND SAFETY PLAN
- 27: RECORD OF ADDENDA TO TENDER DOCUMENTS
- 28: ALTERATIONS/AMENDMENTS BY TENDERER
- 29: TENDERER'S BANKING DETAILS

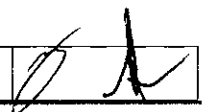
2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 27: RECORD OF ADDENDA TO TENDER DOCUMENTS
- 28: ALTERATIONS/AMENDMENTS BY TENDERER

3. C3.1 The offer portion of the C3.1 Form of Offer and Acceptance**4. C3.2 Contract Data (Part 2)****5. C4.2 Bills of Quantities**

NB: TENDERERS MUST COMPLETE THESE SCHEDULES/DATA SHEETS/FORMS IN **BLACK INK**

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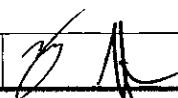
Handwritten initials in black ink, appearing to be 'D' and 'A'.

CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032**C2.2 Returnable Schedules****Notes to tenderer:**

1. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
2. These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure must be countersigned by an authorised signatory.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
5. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C3.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced C4.2 Bill of Quantities and supporting documents.

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OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

25. SCHEDULE OF EQUIPMENT

The tenderer shall state below what Landfill Equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between Equipment immediately available and indicate what further Equipment will be acquired or hired for the work should he be awarded the Contract.

F1: EQUIPMENT IMMEDIATELY AVAILABLE

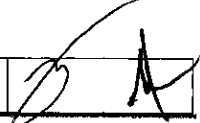
LANDFILL COMPACTOR		
DESCRIPTION, SIZE, CAPACITY		NUMBER
WATER CART		
DESCRIPTION, SIZE, CAPACITY		NUMBER
LOADER		
DESCRIPTION, SIZE, CAPACITY		NUMBER
HOOK-LIFT TRUCKS		
DESCRIPTION, SIZE, CAPACITY		NUMBER
DEDICATED TO THIS CONTRACT: ROLL-ON-ROLL OF VEHICLE: MERCEDES BENZ AXOR 3335 : EWM ID : C3124		1
* BACKUP IN THE REGION: ROLL-ON-ROLL OF VEHICLES : MERCEDES BENZ AXOR EWM ID: C3100 : C3125 : 00307		3
TRAILERS		
DESCRIPTION, SIZE, CAPACITY		NUMBER
* DEDICATED TO THIS CONTRACT: DOUBLE BIN TRAILERS: HENDRED TFM EWM ID: 77346		1
BACKUP IN REGION: DOUBLE BIN TRAILERS: HENDRED & BURKE : EWM ID: V7301 ; V7303 ; V7308		3
CONTAINERS (30m ³ and 10m ³ Open Top Hook-lift)		
DESCRIPTION, SIZE, CAPACITY		NUMBER
30 M ³ CONTAINERS		8
10 M ³ CONTAINERS		3

OTHER: VERMEER BC 1000 CHIPPER

1

* SEE SECTION 5 ANNEXURE A FOR DETAILS

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F2: EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (State details of delivery arrangements)

LANDFILL COMPACTOR		
DESCRIPTION, SIZE, CAPACITY	NUMBER	
CAT 816 F - 23 TONS IN OVERBERG REGION, IMMEDIATELY AVAILABLE	1	
WATER CART		
DESCRIPTION, SIZE, CAPACITY	NUMBER	
5000 LITER WATER CART TRAILER - TO BE TOWED BY A SUITABLE TRACTOR	1	
HOOK-LIFT TRUCKS		
DESCRIPTION, SIZE, CAPACITY	NUMBER	
TRAILERS		
DESCRIPTION, SIZE, CAPACITY	NUMBER	
CONTAINERS (30m ³ and 10m ³ Open Top Hook-lift)		
DESCRIPTION, SIZE, CAPACITY	NUMBER	

SEE SECTION 5: ANNEXURE A FOR VEHICLES AND TRAILERS

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	17 PAGES
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SIGNATURE		NAME (PRINT)	1) Alex Oosthuizen 2) Francois du Plessis
CAPACITY	1) General Manager - Coastal 2) Regional Manager - WC	DATE	08 August 2018
NAME OF FIRM	Enviro Serv waste management (pty) Ltd		

OTHER EQUIPMENT TO BE ACQUIRED:

TRACTOR : FORD 5000 OR SIMILAR	1
DAM SCOOP - 2 M ³	1

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CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

26. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

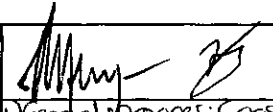
In this regard the successful tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

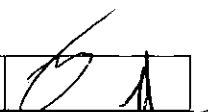
Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

SEE SECTION 4: ANNEXURE 7.

SIGNATURE		NAME (PRINT)	1) Alex Costhuizen 2) Francois du Plessis
CAPACITY	1) General Manager: Coastal 2) Regional Manager: WC	DATE	08 August 2018
NAME OF FIRM	Envirosen Waste Management (Pty) Ltd		

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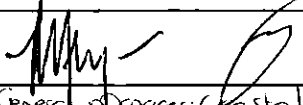
OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

27. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		Nil
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNATURE		NAME (PRINT)	1) Alan Oosthuizen 2) Francois du Plessis
CAPACITY	1) General Manager: Coastal 2) Regional Manager: WC	DATE	08 August 2018
NAME OF FIRM	EnviroSorb Waste management (Pty) Ltd		

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OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

28. ALTERATIONS/AMENDMENTS BY TENDERER

The Tenderer should 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.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

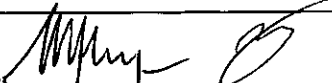
If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

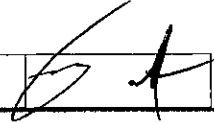
PAGE/ITEM	CLAUSE/DESCRIPTION
	ADDITIONAL ITEMS SUBMITTED: ATTACHED TO DOCUMENT
	• SECTION 1
	• SECTION 2
	• SECTION 3
	• SECTION 4
	• SECTION 5
	X TENDER FILE WITH ALTERNATIVE TENDER.
	- SECTION 6, SECTION 7, SECTION 8, SECTION 9.

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

SEE ABOVE

SIGNATURE		NAME (PRINT)	1) Alon Oosthuizen 2) Francois du Plessis
CAPACITY	1) General manager: Costs 2) Regional manager: WC	DATE	08 August 2018
NAME OF FIRM	Environ Waste management (Pty) Ltd		

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29. TENDERER'S BANKING DETAILS

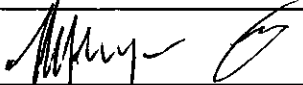
As part of the tender evaluation process it must be determined whether the Tenderer's financial management poses a risk to the Municipality or not.

For this purpose the Tenderer's banking details must be provided in order to request a bank code from the Tenderer's bankers.

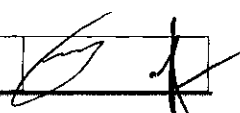
The following information is required:

Name of Account Holder	EnviroServ waste management (Pty) Ltd.
Name of Bank	Standard Bank
Name of Branch	Tyger Manor
Code of Branch	050410
Account Number	270846018
Type of Account	Current

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.

SIGNATURE		NAME (PRINT)	1) Alex Oosthuizen 2) Francois du Plessis
CAPACITY	1) General Manager - Coastal 2) Regional Manager - WC	DATE	08 August 2018
NAME OF FIRM	EnviroServ waste management (Pty) Ltd		

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OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Part C3: Agreements and Contract Data

- C3.1 Form of Offer and Acceptance (Agreement)
- C3.2 Contract Data
- C3.3 Form of Guarantee
- C3.4 Occupational Health and Safety Agreement
- C3.5 Insurance Broker's Warranty

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OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C3.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. SC 1892/2018: OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

The tenderer, identified in the offer 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 tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand. ONE ONE SIX SEVEN SIX SIX NINE ZERO ONE, AND ONE FIVE CENTS

.....(in words);

R. 116 766 901-15 (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

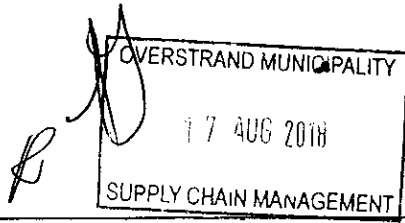
Signature(s) [Signatures]

Name(s) Alex Oosthuizen Francois du Plessis

Capacity General manager: Coastal Regional manager: WC

(Name and address of organization/tenderer) Enviroser waste management (Pty) Ltd 15 Dorbyl Road, Sacks side Bellville South 7530

Name and signature of witness E. moais Date 08 August 2018



INITIALS [Handwritten initials]

Office of the
Director: Infrastructure &
Planning

MEMORANDUM

Kantoor van die
Direkteur: Infrastruktuur &
Beplanning

e-mail: infrastructure@hermanus.gov.za

Tel: 028 315 8104

Fax: 028-313 8128

The Executive Mayor

30 November 2018

APPOINTMENT OF ACTING DIRECTOR: INFRASTRUCTURE AND PLANNING

Section 56(1)(a)(ii) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended by section 3 of the Local Government: Municipal Systems Amendment Act, 2011 (Act 7 of 2011) with effect from 5 July 2011, provides as follows:

"A municipal council, after consultation with the municipal manager, must appoint-

- (i)
- (ii) *an acting manager directly accountable to the municipal manager under circumstances and for a period as prescribed."*

Council resolved on 12 August 2016 *inter alia* as follows:

"Item 7: DELEGATED POWERS TO EXECUTIVE MAYOR

RESOLVED (UNANIMOUSLY)

1. *that the Principles and Conditions of Delegation which served before Council on 28 May 2015, be reconfirmed; and*
2. *that all powers not reserved by law for full Council, be delegated to the Executive Mayor.*

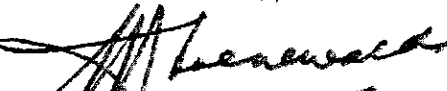
The Director: Infrastructure and Planning will be out of the office on 10 December 2018 till 8 January 2019. It is recommended that you appoint:

- Mr. Riaan Kuchar (Snr. Manager: Town Planning) from 10 – 17 December 2018;
- Mr Hanré Bignaut (Deputy Director: Engineering Planning) from 18 December 2018 to 8 January 2019,

as Acting Director: Infrastructure and Planning for this period, in terms of your Delegated Powers referred to above.


STEPHEN MULLER - DIRECTOR: INFRASTRUCTURE AND PLANNING

Recommendation supported / ~~not supported~~ / supported with the following amendments:


COENIE GROENEWALD - MUNICIPAL MANAGER

5.12.2018
Date

Recommendation approved / ~~not approved~~ / approved with the following amendments:


ALD DUDLEY COETZEE - EXECUTIVE MAYOR

6-12-2018
Date



Acceptance

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

The terms of the contract are contained in:

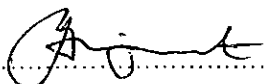
- Part C3: Agreements and contract data (which includes this agreement)
- Part C4: Pricing data
- Part C5: Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

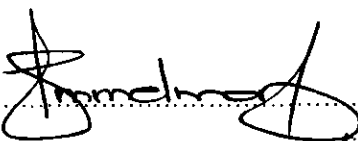
Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt 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) 

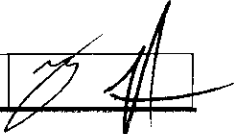
Name(s) JAN HENDRIK BLIGNAUT

Capacity ACTING DIRECTOR: INFRASTRUCTURE & PLANNING

for the
Employer OVERSTRAND MUNICIPALITY
Magnolia Avenue
Hermanus

Name and signature of witness 

Date 27/12/2018

INITIALS	
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Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

N/A

[Signature]

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

INITIALS



For the Tenderer:

Signature(s)

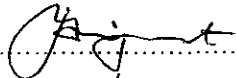
Name(s)

Capacity

(Name and address of organization/tenderer)

Name and signature of witness Date

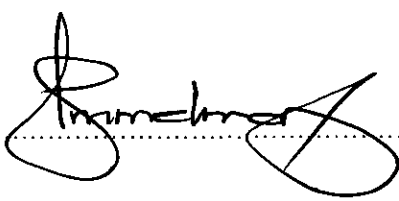
For the Employer:

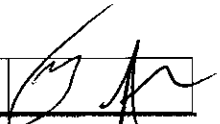
Signature(s) 

Name(s) JAN HENDRIK BLIGNAUT

Capacity for the Employer ACTING DIRECTOR : INFRASTRUCTURE & PLANNING

OVERSTRAND MUNICIPALITY
Magnolia Avenue
Hermanus

Name and signature of witness  Date 27/12/2018

INITIALS 

CONTRACT NO. SC 1892/2018

**OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF
FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD
ENDING 30 NOVEMBER 2032**

C3.2 Contract Data

Further to the Conditions of Contract as contained in Part A of this document, the following Special Conditions of Contract as additions or variations to the General Conditions of Contract will be applicable.

SPECIAL CONDITIONS OF CONTRACT**Clause 7: Performance**

Add the following sub-clause:

"7.5 The time to deliver the Form of Guarantee (Performance Security) is within fourteen (14) days after the Commencement Date.

The amount of the Guarantee shall be equal to the value of six month's tendered tariff, excluding Value Added Tax but including provision for escalation."

Clause 11: Insurance

Add the following:

"A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association.

Liability Insurance covering both the Service Provider and the Employer against their respective liability for the death of or injury to any person or loss of or damage to any property arising out of or in the course of the performance of the Contract. Limit of liability insurance is R 10 000 000.

Insurance of all plant and resources."

Clause 17: Price

Add the following:

"The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the bill of quantities shall be adjusted monthly.

Where applicable, in terms of the foregoing, the value of the invoices submitted shall be adjusted in accordance with the following Contract Price Adjustment formula:

$$F = (1-x)\{aL_t/L_o + bP_t/P_o + cM_t/M_o + dF_t/F_o - 1\}$$

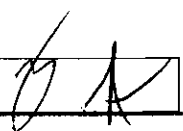
Where:

The value of "x" is 0,15.

The values of the coefficients are:

$$a = 0,10 \quad b = 0,30 \quad c = 0,05 \quad d = 0,55$$

INITIALS



“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Items, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

“P” is the Plant Index and shall be the Index for Moving, grading, levelling, scraping, excavating, tamping, compacting and extracting machinery as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

“M” is the Materials Index and shall be the Index for Civil Engineering as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

“F” is the Fuel Index and shall be the Index for Diesel as published in Statistical News Release P0142.1 (Table 1) of STATSSA.

The base month is **July 2018.**”

Clause 22: Penalties

Add the following:

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

- a) Failure by the Service Provider to open or to operate the Sites on any of the operating days, or closure of the Sites for each hour or part thereof during the agreed operating hours;

R1 000 for first hour or part thereof, escalating by R1000 for each further one hour period or part thereof.

- b) Failure by the Service Provider to, at Gansbaai Landfill, adequately cover overnight with material any one area of waste exceeding 5.0 m² (excluding limited volumes of waste delivered by the Municipality or its agent after hours) and any exposure in the case of animal carcasses or similar wastes.

R3 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R10 000 per occurrence.

- c) Any deviation from the operating permit conditions, which includes the “Minimum Requirements for Waste Disposal by Landfill, 1998”.

R2 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

- d) Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Municipality’s Solid Waste Manager) within 8 working hours of occurrence:

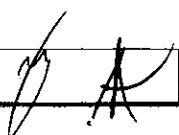
R2000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R5 000 per occurrence.

- e) Not caring and maintaining the Site including scattered waste, damage to buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and weighbridge.

R500 for first occurrence, escalating by R100 for each further occurrence to a maximum of R1 000 per occurrence, plus the cost of repairing the damage caused.

- f) Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control.

R2000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R5000 per occurrence.

INITIALS	
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- g) Vehicles pushed out when stuck on site (not towed)

R2000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5000 per occurrence, plus the cost for the repairs to damaged vehicles as a result of the pushing.

- h) Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for Waste Disposal by Landfill 1988, the Operational Permit or the Site Rules

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

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

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

- j) Failure by the Contractor to timeously sort the source separated materials collected by the Municipality or its agent from the eastern portion of the Municipality, including Stanford and Gansbaai, and delivered to the Gansbaai Material Recovery Facility. The stockpile of unsorted clear bags may not exceed 25 tonnes (calculated using weighbridge data of clear bags in minus 10% and minus recyclables out).

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

- k) Failure by the Contractor to provide back-up landfill equipment within seventy two hours in the event of equipment failure.

R1 000 per occurrence, escalating by R1000 per day or part thereof.

- l) Failure by the Service Provider to timeously provide sufficient containers or adequate transport resources during working hours;

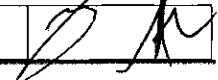
R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.

- m) Failure by the Service Provider to adequately cover containers during transportation.

R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R5 000 per occurrence, plus the full cost for clearing the litter caused as a result of default in this regard.

- n) Employer reserves the right to terminate the Contract if the Service Provider is in breach of Contract and fails to rectify such breach of Contract after a second written warning was issued to the Service Provider without the necessary remedial action being taken."

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CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C3.3 Form of Guarantee

Contract No. SC 1892/2018

WHEREAS the OVERSTRAND MUNICIPALITY (hereinafter referred to as the Employer") entered into, a Contract with:

(hereinafter called "the Contactor") on the day of20....., for the OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand (in words); R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

INITIALS [Handwritten initials]



7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

Signature

.....

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

Guarantor's seal or stamp

INITIALS 



CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C3.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE OVERSTRAND MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

Enviro Serv waste management (Pty) Ltd. (Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, Francois du Plessis, representing Enviro Serv waste management (Pty) Ltd. as an employer, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: 990000173073

OR Compensation Insurer: Policy No.: 209948

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at Bellville on the 08th day of August 2018

Witness

Mandatory

Signed at HERMANUS on the 27th day of DECEMBER 2018

Witness

for and on behalf of Overstrand Municipality

INITIALS [Handwritten initials]

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

INITIALS





CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C3.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

See attached Insurance Document
Jodine Lloyd Thompson (Pty) Ltd

SECTION 4: ANNEXURE S.

Date _____

OVERSTRAND MUNICIPALITY
Municipal Manager
P O Box 20
Hermanus
7200

Dear Sir

CONTRACT NO.: SC 1892/2018

CONTRACT TITLE: OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the OVERSTRAND MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

INITIALS



CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Part C4: Pricing Data

C4.1 Pricing Instructions

C4.2 Bills of Quantities

INITIALS

CONTRACT NO. SC 1892/2018
OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C4.1 Pricing Instructions

SCOPE

The Bill of Quantities comprises items covering the measurement and payment of the Service Provider's costs of general liabilities, the provision of the service as specified and profit. The Tender Data and Contract Data are to be read in conjunction with the Schedule of Quantities.

METHOD OF MEASUREMENT AND PAYMENT

The quantity of waste to be transported is estimated and based on what has been transported over the previous twelve months. These quantities may also vary depending on the minimisation strategies adopted by the municipality. The Tenderer must submit rates for all items in the Bill. The Service Provider will be required to handle whatever quantity of waste is received from day to day and his monthly payments will be calculated according to the quantity of waste handled.

PRICES AND RATES

The rates and prices to be inserted in the Bill of Quantities are to be the full inclusive prices to be paid by the Employer for the service described under the several items. Such rates and prices shall cover all costs and expenses that may be required in and for the rendering of the service, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities and his attention is drawn to the fact that the Service Provider has the right, under various circumstances, to payment for additional services carried out, and that the Municipality's Solid Waste Manager is obliged to base his assessment of the rates or prices to be paid for such additional services on the rates inserted in the Bill of Quantities by the Service Provider.

A price, rate or the word "NIL" is to be entered against each item in the Bill of Quantities against which a unit of measurement is stated, whether a quantity is stated or not. An item against which no price or rate is entered or for which a word other than "NIL" is entered, will be considered to be covered by the other prices or rates in the Bill of Quantities but the rate will nevertheless be taken as nil and no claim will be considered if the quantity of such item should increase or decrease.

VALUE ADDED TAX, SURCHARGES AND LEVIES

All rates and prices tendered shall be exclusive of Value Added Tax (VAT) and provided for as a lump sum in the Summary of the Bill of Quantities.

All rates and prices tendered shall be inclusive of any statutory surcharges and levies payable by the Service Provider on all items to which these apply at the time of the closing of the tender.

ARITHMETICAL ERRORS IN PRICED BILL

Arithmetical errors in the priced Bill will be corrected as indicated in the Tender Requirements.

INITIALS	
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REJECTION OF TENDER

A tender may be rejected if the rates or prices for some of the items in the Bill of Quantities are in the opinion of the Employer obviously unreasonable or out of proportion or not in consistence with other rates or prices in the Bill and the Tenderer fails, within a period of seven days after having been notified in writing by the Employer or the Municipality's Solid Waste Manager to adjust and/or amend the rates or prices of such items, to make the adjustment(s) and/or amendment(s) required.

INSCRIPTIONS

The Tenderer must do all his entries in the Schedule of Quantities in legible black ink.

INITIALS

Handwritten initials 'JA' in a box.



CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

Part C5: Scope of Work

- C5.1 Description of the Works
- C5.2 Procurement
- C5.3 Service to be rendered
- C5.4 Management

INITIALS

 CONTRACT NO. SC 1892/2018

 OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF
 FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD
 ENDING 30 NOVEMBER 2032

 C5.1 Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE SERVICE
- 3 GENERAL INTENT
- 4 EXTENT OF THE SERVICE
- 5 LOCATION OF THE SERVICE
- 6 DEFINITIONS

1 EMPLOYER'S OBJECTIVES

The Infrastructure and Planning Department of the Overstrand Municipality proposes to haul all waste off loaded at their Public Drop-offs at Stanford, Pearly Beach and at the Gansbaai landfill, after volume reduction where possible, to the licensed landfill at Gansbaai and to operate these two Public Drop-offs, the Gansbaai Landfill and the Gansbaai Material Recovery Facility in accordance with the applicable legislation.

2 OVERVIEW OF THE SERVICE

The service consists of the operation of the Stanford and Pearly Beach Public Drop-offs, the Gansbaai Material Recovery Facility and the Gansbaai Landfill, inclusive of the public drop-off adjacent to the Recovery facility at the landfill, in accordance with the relevant waste management licences, the applicable National Norms and Standards and the Minimum Requirements. Also included is the transport of containerised waste from the Public Drop-offs to the Gansbaai Landfill and the chipping of garden waste at Stanford Public Drop-off and Gansbaai Landfill.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all resources necessary for the rendering of the service in accordance with the terms of Contract, in a workman-like and expeditious manner.

The Municipality's Solid Waste Manager shall have the right to verify that the service is carried out in accordance with this Contract and to approve or reject the quality of service rendered by the Contractor or approved subcontractors.

4 EXTENT OF THE SERVICE

The Service in general includes but is not restricted to the following:

1. Operate the Public Drop-offs at the Gansbaai landfill site, Stanford and Pearly Beach, inclusive of the provision of 30 m³ and 10m³ hook-lift containers
2. Operate the landfill at Gansbaai.
3. Operate the Material Recovery Facility at Gansbaai Landfill
4. Transport the containerised waste from the Public Drop-offs to the Gansbaai landfill

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5. Chip the garden waste at Stanford Public Drop-off and at Gansbaai Landfill

5 LOCATION OF THE SERVICE

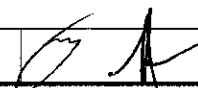
The Service is to be rendered at the Stanford Public Drop-off, the Pearly Beach Public Drop-off and the Gansbaai Landfill.

For a locality map, please refer to the locality sketch in **Addendum A** of Part C5.3.

6 DEFINITIONS

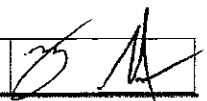
Builder's Rubble:	Pieces of masonry, concrete, etc. resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky Waste:	Items, such as motor car bodies, fridges, etc. whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Chipped Bush Waste:	Waste derived from Garden Waste and bush clearing (gardens, plots and parks), which has not been mixed with other waste categories. This waste has been mechanically chipped to a <u>maximum particle size of 50 mm</u> .
Municipal Solid Waste:	Domestic Waste. Solid waste generated by retail stores, offices, in the domestic environment and light industry.
Residents Monitoring Committee (RMC)	Committee made up of members of the affected public, regulatory authorities, other interested parties and the Contractor, established in terms of the Permit(s) who may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.
Compost:	Organic waste, generally derived from Garden Waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Public Drop-off Operator:	An employee of the Contractor, whose responsibility it is to manage the operation and maintenance of the Public Drop-off(s) in terms of the Contract Document.
Landfill Site Operator:	The natural or juristic person, or partnership, or group, appointed by the Employer to undertake the operation and maintenance of the Landfill Site in terms of the Contract Document.
Bush Waste:	Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.
Hazardous Waste:	Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.
Industrial Waste:	Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.

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Recycling:	The recovery any material from the incoming waste, with the intention of re-use or benefit.
Solid Waste:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Tonne:	1 000 kg.
Medical Institutional Waste:	Solid waste originating from education, hospital, health care or research facilities.
Public Drop-off:	A permanent facility which provides the infrastructure which allows for the transfer of small quantities of solid waste into large containers, which when full, are removed and transported to a waste disposal facility. Users of the Public Drop-offs include the Municipality, businesses and general public which is operated in a safe, orderly and user-friendly manner.
Bulk waste Container:	Large, open-topped steel containers with either 30 m ³ , 15 m ³ or 10 m ³ volume, of standardized design and specification for the hook-lift system and are compatible with the dimensions of the Public Drop-offs in the Overstrand.

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CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032
C5.2 PROCUREMENT

CONTENTS

- 1 PREFERENTIAL PROCUREMENT PROCEDURES
- 2 SCOPE OF MANDATORY SUBCONTRACT WORK
- 3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule.

2 SCOPE OF MANDATORY SUBCONTRACT WORK

The municipality must apply sub-contracting to advance designated groups for tenders that are in excess of R30 million, in accordance with Regulation 9 of the Preferential Procurement Regulations, 2017.

Therefore, in the event that the Tender Price is in excess of R30 million, the successful tenderer must sub-contract a minimum of 30% of the value of the contract to -

- i) an EME or QSE;
- j) an EME or QSE which is at least 51% owned by black people;
- k) an EME or QSE which is at least 51% owned by black people who are youth;
- l) an EME or QSE which is at least 51% owned by black people who are women;
- m) an EME or QSE which is at least 51% owned by black people with disabilities;
- n) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- o) a cooperative which is at least 51% owned by black people;
- p) an EME or QSE which is at least 51% owned by black people who are military veterans.

Preference should be given to the designated groups in (b) - (h) above. When sub-contracting to (a) above the successful tenderer must demonstrate why it is not possible to subcontract to the other designated groups.

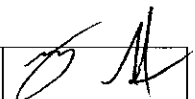
The Tenderer must provide in Returnable Schedule 20: Schedule of Sub-Contractors the full details of each proposed sub-contractor with reference to its compliance with the designated groups listed above and the value of the work that will be conducted by the sub-contractor(s).

The proposed sub-contractor must be registered on the Central Suppliers Database at the time of tender award.

3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists provided by the Employer of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to

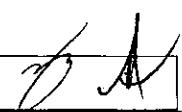
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key personnel only. Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour list by the Employer.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for information of the Employer.

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 CONTRACT NO. SC 1892/2018

 OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

 C5.3 SERVICE TO BE RENDERED

CONTENTS

1. THE OPERATION OF PUBLIC DROP-OFF FACILITIES AT STANFORD AND PEARLY BEACH AND THE OPERATION OF THE GANSBAAI LANDFILL, PUBLIC DROP-OFF AND MATERIAL RECOVERY FACILITY

1.1 GENERAL DESCRIPTION OF THE OPERATION

The positions of the Public Drop-off Facilities and the Gansbaai landfill site are indicated in Addendum A.

This Contract is for the supply of all labour, plant, tools, equipment and management necessary to operate the two Public Drop-offs at Stanford and Pearly Beach and the Public Drop-off at Gansbaai landfill, the Material Recovery Facility at Gansbaai Landfill and the Gansbaai Landfill, the chipping of garden waste at the Stanford Public Drop-off and at the Gansbaai Landfill and also the transport of containerised waste from the Public Drop-offs to the Gansbaai Landfill. The Contractor will be responsible for the co-ordination of all vehicles, containers, equipment and staff. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

1.2 DESCRIPTION OF SITES AND ACCESS

1.2.1 Gansbaai Landfill Site

The disposal site is situated adjacent to the gravel road (western) extension of Voortrekker Road, Gansbaai, approximately 1.3 km from the turn off from the R43. GPS coordinates are S34 35 14.9 E19 21 53.0

The access road leading to the disposal area has a gravel surface. Facilities at the waste site include a 22 m weighbridge and control building, with toilets, a kitchen, an office, a public drop-off and a Material Recovery Facility. The landfill site is fenced with a security fence.

1.2.2 Public Drop-off Facilities

1.2.2.1 Stanford

The Stanford Public Drop-off is situated in the industrial area of Stanford. The Drop-off is approximately 21 km from the disposal site at Gansbaai. GPS coordinates S34 26 49.1 E19 27 23.6. The main access road is off the R43 at River Street and is surfaced and suitable for heavy vehicles.

The Drop-off comprises a gravel surfaced area for the off-loading, stockpiling and chipping of bush waste and a formalized, paved area with a timber retaining wall and access ramp for the positioning of two 30 m³ containers and one 10m³ builder's rubble container. A security and access control building is provided at the entrance gate. Various bins for recyclables as well as household hazardous wastes are provided are provided by the Municipality.

1.2.2.2 Pearly Beach Public Drop-off

The Pearly Beach Public Drop-off provides a drop-off facility for garden, garage waste and weekend waste for residents in Pearly Beach. The drop-off is located adjacent to Church Street in Pearly Beach and is accessible from Broadway. GPS coordinates S34 39 53.1 E19 30 12.8. The site is approximately

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24 km from the Gansbaai landfill site and comprises a formalised timber retaining wall-type ramp with staggered off-loading bays, concrete base that accommodate two 30 m³ containers for general waste and one 10m³ container for builder's rubble. Access roads and loading area are paved and accessible in the wet. The site is fenced with a lockable gate and an access control building is provided for the staff.

No chipping of garden waste is allowed at Pearly Beach Drop-off.

1.3 SITE FACILITIES AVAILABLE

The following facilities will be made available for the Contractor and his staff at no extra charge.

Gansbaai Landfill Site:

- Weighbridge, Office, Toilets, kitchen, Material Recovery Facility and Public Drop-off. The Material Recovery facility is equipped with a vertical baler.

Stanford Drop-off:

- Access Control Building with toilet.

Pearly Beach Drop-off:

- Access Control Building with toilet.

1.4 DIMENSIONS OF CONTAINER BAYS AT THE PUBLIC DROP-OFF

In order to provide for standardisation of containers, and uniformity of operations, the dimensions of containers are similar for all the Public Drop-offs.

1.5 PLANT

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

No plant may be removed from Site without written permission from the Municipality's Solid Waste Manager.

1.6 OPERATION

1.6.1 Sources of Waste

The following user groups are expected to dispose of waste at the Public Drop-offs

Private residents	-	domestic and garden/bush refuse, recyclables, builder's rubble (small loads)
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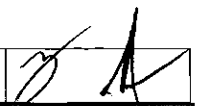
The following user groups are expected to dispose of waste at the Gansbaai landfill

Private residents and industry	-	loads of domestic and garden waste, recyclables, builder's rubble
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Municipal Vehicles	-	Collected General waste, garden waste, builder's rubble, mixed waste (illegal dumpings), collected source separated materials (clear bags)
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District Municipality Vehicles	-	Collected General waste
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Contractor's Vehicles - Containerised waste from Stanford and Pearly Beach Public Drop-offs

1.6.2 Waste Quantities

1.6.2.1 General

The waste to be dropped off at the Public Drop-off facilities represents only the non-collected wastes, such as garden wastes, "garage" wastes and other waste that residents do not normally put out for collection.

All households receive a door-to-door refuse collection service from the municipality and the waste so collected are delivered directly to the Gansbaai Landfill.

1.6.2.2 Waste minimisation

The reduction in the amount of waste being sent to landfill is both in line with the Waste Act and contributes to the Overstrand's proud achievements in diversion from landfill. Reduction of waste to landfill saves on transport, development and environmental costs. Accordingly, all means to improve and achieve higher levels of minimisation will continued to be actively pursued by the Overstrand Municipality.

Material Recovery

The Overstrand has an active and successful waste recycling program. This includes separation at source in the main residential areas of Gansbaai and Stanford which amounts to approximately 4% of the total waste (excluding Builder's Rubble and Greens) by mass ending up in clear bags for further separation and recovery at the Material Recovery Facility.

Bush Chipping

Bush chipping shall be carried out from time to time at the Stanford Public Drop-off and the Gansbaai Landfill. No chipping of bush waste is allowed at Pearly Beach Drop-off.

Garden waste from residents and commercial operators is to be off-loaded, chipped and then loaded into 30 m³ containers and transported to the Gansbaai Landfill where it is used as cover.

Builder's Rubble

Only small loads (less than 1 tonne) of Builder's Rubble may be accepted at the Public Drop-offs. Large loads of building rubble shall be taken directly to Gansbaai Landfill by the building contractors, the municipality and the general public.

1.6.2.3 Waste Quantities to Landfill

The following number of containers have been transported from the various public Drop-offs during the past 12 months (May 2017 – April 2018). The data below indicate the actual data during the past twelve months and may differ in future.

Stanford Public Drop-off

	General Waste 30m ³	Builder's Rubble 10m ³	Mixed Waste 10m ³	Chipped Garden Waste 30m ³
Average Density kg/m ³	155	785	736	160
May 2017	22			2
June 2017	21			
July 2017	14			4
August 2017	22	2		2
September 2017	17	2	3	3

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October 2017	36	2	5	5
November 2017	26		1	
December 2017	26			
January 2018	27			
February 2018	26			
March 2018	26	1		
April 2018	20	6		6

Pearly Beach Public Drop-off

	General Waste 30m ³	Garden Waste 30m ³	Builder's Rubble 10m ³	Mixed Waste 10m ³
Average Density kg/m³	107	101	965	425
May 2017	18			
June 2017	11			
July 2017	9			
August 2017	18	2	5	
September 2017	7	6	3	
October 2017	22	3	1	1
November 2017	17		2	
December 2017	18			
January 2018	19			
February 2018	18			
March 2018	22			1
April 2018	18		3	

The following waste volumes were delivered at the Gansbaai Landfill during the past twelve months as measured over the weighbridge (the waste received from Stanford and Pearly Beach Public Drop-offs are NOT included below):

Gansbaai Landfill

	General Waste t/m	Garden Waste t/m	Builder's Rubble and Soil t/m	Source Separated Waste t/m	Garden Waste Chipped at landfill t/m
May 2017	969.00	87.20	886.30	35.05	
June 2017	805.00	93.90	1188.20	31.98	67.30
July 2017	749.00	59.80	828.90	35.52	12.00
August 2017	779.70	70.60	1251.10	40.16	261.19
September 2017	922.46	64.20	2065.50	31.10	72.18
October 2017	742.20	83.80	961.50	42.67	62.70
November 2017	1226.10	71.50	1074.20	36.20	56.60
December 2017	895.60	64.00	674.90	41.68	14.42
January 2018	1008.20	73.60	938.10	34.68	55.60
February 2018	886.90	94.80	1818.00	35.16	32.40
March 2018	717.50	87.90	1380.50	36.56	23.44
April 2018	840.80	89.50	1495.60	50.44	105.00

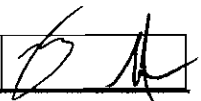
1.6.3 Operating Hours

The Drop-offs at Stanford and Pearly Beach are open to the public from 08h00 to 17h00 Monday to Friday and 09h00 to 14h00 on Saturdays on Public Holidays for the waste types listed.

The Gansbaai Landfill Site is open on Monday to Friday from 08h00 to 18h00 and 08h00 to 15h00 on Saturdays and Public Holidays. The Drop-off at Gansbaai landfill has the same operating hours than the landfill.

The Overstrand Municipality reserves the right to review these operating times depending on public demand.

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1.6.3.1 Traffic Congestion

The Overstrand is a popular weekend and holiday destination. As such the road network is frequently congested at peak times of the day and during holiday periods. The Contractor will occasionally have to make special arrangements in their scheduling and capacity so as to avoid these traffic problems.

1.6.3.2 Peak Waste Loads

Peak waste loads occur in the Overstrand as a result of weekend visitors and influx of holiday makers. The Municipality refuse collection system is planned to collect household waste as soon as possible after it is placed on the kerbside, so as to prevent any potential litter and odour problems. Many temporary residents are not present at the time of collection as they have already returned to their permanent residence. Peak waste loads often occur on Mondays and Tuesdays (after a long weekend) and again at the end of the week when permanent residents receive their refuse collection service. Peak waste loads also occur during the holiday periods.

The Contractor must take cognizance of the peak loads and provide sufficient capacity to service the Drop-offs as specified.

1.6.4 Use of Site after Hours

The Drop-offs and the Gansbaai landfill site will not be opened outside of normal hours. However, provision has been made for emergency and special after hours operations at these facilities during peak holiday periods. Similarly, the Contractor shall make provision for emergency operations.

1.6.5 Contractor's Resources

Note that the Contractor is required to provide all plant, staff, tools, equipment, consumables, fuel, etc for the Operation, in terms of this document.

The Contractor must state in the Schedules at the time of tendering, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised on the Site for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the Contract only after written application has been made to, and written permission received from, the Municipality's Solid Waste Manager. He shall ensure that the Municipality's Solid Waste Manager is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed. Any deviation from the provisions of this Clause, especially the removal of plant and equipment without prior approval, will be regarded in a serious light.

1.6.6 Site Staff

1.6.6.1 Site Controller Public drop-off

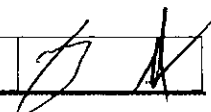
The Contractor must ensure that there is always one full time worker located at each of the Stanford and Pearly Beach Drop-off, who instructs, guides and manages the off-loading of bush waste, recyclables and other wastes. This person must be available at all times during the operating hours of the Drop-offs including Saturdays and public holidays.

1.6.7 Stockpiles of Bush Waste

The Contractor shall take all reasonable measures to keep his working areas and stockpiles of bush waste, clean and orderly. The following shall apply:

- The un-chipped bush waste will be stockpiled at the designated areas at the Stanford Drop-off and the Gansbaai Landfill, only.

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1.6.8 Loading of 30 m³ Containers

In the event that the chipped material is not directly deposited into containers, the loading of bush chips into the 30 m³ containers, cleaning up spillage and the heaping up of loose bush into stockpiles as required at the bush chipping area will be part of this tender and included in the tariff for chipping.

1.6.9 Recycling Rights

The Contractor will not be permitted to recycle material in the waste stream, except at the Material Recovery Facility at Gansbaai Landfill. All recyclable materials that the public off-loads at the Drop-offs shall be transported by the Contractor to the Material Recovery Facility at Gansbaai Landfill for further sorting.

1.6.10 Operation of Drop-offs

The operation of the contract shall include, but not be limited to, the activities listed below.

1.6.10.1 Technical details

The Contractor shall provide:

- New Hook-lift type steel containers, which are robustly built for use for the loading, transport and unloading of municipal solid waste and/or chipped bush waste, and which can withstand coastal conditions. The sides must be minimum 3 mm thick and suitably braced, and the floors, minimum 4 mm thick and suitably braced. Cross bracing is not acceptable as it restricts loading. All doors, hinges and lock must be industrial standard and robustly constructed. All mechanisms must comply with industry standards for roll-on containers and haulage vehicles and must be interchangeable with all other containers within the contract.
- Tie-down cleats must be provided on all sides of the container. Cleats must be located at a distance of at least 300 mm from the top of the container to allow for the overlap of covers.

The containers must be painted on the outside with Plascon C4 Specification (or similar approved) paint, and in the colour Brilliant White (or similar approved).

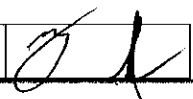
- The following containers consistent with the minimum requirements specified, shall be provided for the following Public Drop-offs for the duration of the Contract:-

Stanford	-	2 x 30m ³ containers + 1 spare 1 x 10m ³ container + 1 spare
Pearly Beach	-	2 x 30m ³ containers + 1 spare 1x 10m ³ container + 0 spare
Gansbaai	-	2x 30m ³ containers + 0 spare

- The appropriate truck and trailer combinations preferably, preferably suitable to transport (1 + 2) x 30 m³ or 10 m³ containers with an axle configuration which does not exceed the maximum allowable legal loads for public roads.
- For every container in transit, heavy duty shade cloth-type (or similar) covers which tie onto the cleats on the side of the containers must be provided. This is to ensure that no litter leaves the containers while in transit.

All containers must be kept in a good condition at all times, with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms. The Contractor shall ensure that the truck and trailer combinations are reliable and driven by appropriately trained and licensed, drivers. Trucks and trailers shall conform to all traffic requirements and road ordinances and shall be operated and maintained in such a way as to provide safe transportation of all containers between the Public Drop-offs and the Gansbaai Landfill site.

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1.6.10.2 Operation

The Contractor shall:

- Remove full containers from the Drop-off bays and immediately replace with empty containers. Sufficient time must be allowed between container transfers, to enable the Operating staff to clean out and wash down the container bays, if necessary.
- Direct all vehicles off-loading bush waste to an orderly stockpile area and redirect any members of the public to the correct area if they have mixed or contaminated bush waste.
- Chip the bush waste at Stanford Public Drop-off and at Gansbaai Landfill. No chipping is allowed at Pearly Beach Public Drop-off. Garden waste off-loaded at Pearly Beach is to be transported to Gansbaai Landfill for chipping.
- Load full containers onto the truck and trailer units and properly secure the container covers before the containers are transported or stored.
- Deliver the containers by road to the Gansbaai landfill site, weigh in over the weighbridge and tip the contents of the waste containers as indicated by the landfill site Operator.
- When required, periodically weigh the truck trailer and empty containers on the return trip over the weighbridge at Gansbaai in order to confirm the payload.
- To provide the capacity to remove containers from the Drop-offs within 2 hours of being notified during working hours.
- Provide the capacity to transport containers on public holidays and after hours if required. The Contractor should expect to work for an additional 2 hours outside normal working hours for approximately 30 days of the year. Records of overtime shall be submitted to the Municipality's Solid Waste Manager for approval, on a weekly basis.
- Provide the capacity to replace the truck or trailer within 12 working hours in the case of a mechanical breakdown.
- Keep accurate records of all trips, time and distance travelled, quantities of waste handled (including volume, category and registration detail of each vehicle) the number of containers transported and on site at the end of each working day (and whether full, half-full etc) accidents, breakdowns and stoppages.
- Ensure that the operation continues in all weather conditions.
- Ensure that containers are adequately covered during storage and transport in order to prevent odours, flies, windblown litter etc.
- Prevent odour, flies and rodents (by cleaning and washing the containers and ensuring that they are hygienic and free of waste, by spraying with appropriate biodegradable detergent and disinfectant – cleaning must take place before leaving the disposal site).
- Reduce noise (by ensuring that all plant silencers, etc are in good working order) and by limiting the operations to the prescribed hours.
- Ensure that vehicle wheels are washed, if necessary, before leaving the Disposal Site.
- Observe the Site rules for both Drop-offs and the Disposal Site.

1.6.10.4 Maintenance

The Contractor shall:

- Ensure that containers and vehicles are kept in a clean and good condition at all times. This with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms.
- Clean out and wash all containers when required.
- Ensure that all containers are neatly stored in the storage area provided, when not in use.
- Repair any damages to the Drop-off infrastructure caused by the loading or off-loading of containers.

1.6.11 THE OPERATION OF THE GANSBAAI LANDFILL AND MATERIAL RECOVERY FACILITY

The operation of the landfill site and Material Recovery Facility will include the following major functions:

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1.6.11.1 Access control

For the full duration of the Contract, the Service Provider shall provide competent and reliable person(s) to manage access to the site on a full-time basis, during normal working hours.

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

Access control shall at all times be performed in a responsible and courteous manner, ensuring that only vehicles with waste permitted in accordance with the Licence conditions, are allowed on site.

1.6.11.2 Operation of weighbridge system and generation of reports

The Service Provider shall provide a competent and reliable person(s) to manage and operate the Weighbridge system on a full time basis, during normal working hours. The responsibilities of this official shall inter alia include:

- identification of waste loads
- data capture at the Weighbridge Control building
- operation of the weighbridge

Personnel will be required to inspect the incoming waste and to confirm that it conforms to the General Waste category, according to the Permit. Waste not conforming may not be accepted and the Site Superintendent must be notified of its presence. Details of the waste, as well as the vehicle and owner, must be recorded.

The Service Provider shall determine which waste loads shall be diverted to the Material Recovery Facility or the chipping area and which waste loads shall be disposed at the landfill.

One weighbridge has been installed and commissioned. This system is used to record the mass of all waste loads delivered to site.

The Service Provider will provide a computer and printer, the necessary software to enable the capture of details of vehicles, loads, dates, waste types, etc., as well as all consumables required for the operation of these electronic devices. All waste entering the site (e.g. category, account details, vehicle details, weight, etc) as well as all material recovered at the Material Recovery Facility leaving the site shall be recorded.

In order to ensure that no data is lost as a result of damage to the weighbridge computers or fire in the Weighbridge control House, the Service Provider will be expected to make daily backup files of all data. These data are to be saved onto compatible storage devices, which are to be stored in a safe place, in the Superintendent's office and off-site.

Apart from the Service Provider's responsibility to make backup of daily transactions, the Employer will, at regular intervals, draw data from the computers for processing of invoices to the various site users, if applicable.

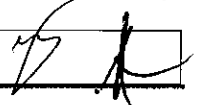
The Service Provider shall supply his own computer and associated equipment for his administrative functions.

The calibration of the weighbridge will be done every two years, except after a special incident that requires re-calibration, and the Service Provider will obtain and submit three quotations to the Municipality's Solid Waste Manager for approval.

1.6.11.3 Voice and Data Communication

The Service Provider shall apply for and maintain for the duration of the Contract, Voice and Data

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communication at the Site at his own costs.

1.6.11.4 Maintenance of access roads and controlling of traffic within the site

The Service Provider shall construct and maintain site roads to the disposal area on site, as and when required during the Contract Period. The roads must be:

- Usable in both wet and dry conditions.
- Comfortably able to accommodate two large passing vehicles.
- Sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20 kph, without damage or discomfort.
- All gradients shall be flatter than 1 in 10.
- Watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

Clear and easily understandable speed limit, traffic control and direction signs shall be provided from the Site entrance to the off-loading point at the working face as part of this contract by the Service Provider.

1.6.11.5 Waste deposition and compaction

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

In order to protect the liner system during the placement of the first layer of waste, a 1 m thick pioneering layer of waste must be end-tipped and flattened, and a road pioneered on the stone drainage layer. No waste collection vehicles or waste compaction plant may come into direct contact with the liner system.

Waste disposal is then to progress in a series of well-managed terraces, minimising the risk of water infiltration, erosion and fires, with operations screened on all sides by the screening berms built with soil or waste and progressively filled behind with waste.

As soon as possible after completion of a lift to the final finished profile, the Employer may instruct that these completed areas be covered with an interim cover to minimise the ingress of rainwater as well as reduce the risk of erosion, even while landfilling continues on the adjacent phase.

Untampered building rubble and soil are to be stockpiled separately for the construction of site roads, use as cover material, etc.

External screening berms shall be constructed by obtaining selected soil from excavations, approved borrow areas or stockpiles. They shall be constructed by end-tipping material, dozing and compacting it in layers, to form durable embankments of good, regular appearance with a typical cross-section to minimise erosion.

Waste shall be deposited at the toe of the daily cell and worked upwards by spreading and compacted **by using a landfill compactor with a minimum operating weight of 23 tonnes**. Once compacted, the height of a strip will not exceed 2.5 m in any situation. The preferred average height is 2.0 m. This may however vary towards the outer edge of the final landform, since the daily cell depths will have to be adjusted to meet the final landform shape.

In order to maximise compaction effort, the slope of the working face shall be at an angle of approximately 1 in 3 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face.

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The actual compaction density achieved shall be calculated quarterly by dividing the mass of waste disposed by the airspace consumed, determined by means of a topographical survey, for the Employer's account.

The upper horizontal surface of a daily cell shall be finished such that it has a fall of at least 1:50 and not greater than 1:10, towards the working face, thus making it possible for the floor of the following lift, to drain away from the working face.

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

At the end of an operating day the entire waste surface area shall be enclosed by cover material having a minimum compacted thickness of 150 mm above the mean surface to the waste.

Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted.

Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses. The Service Provider shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Health Department of the local authority.

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff. Extreme care should be taken that none of these foods are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by the Health Department of the local authority.

Tyres may not be received at the landfill.

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

A wet weather cell on the main disposal site shall be kept available which has a surface of course well drained material, such as builder's rubble, which can be used as the disposal area when conditions become too wet in other areas.

All plant and vehicles must be parked in a neat and orderly fashion, during the after hour periods.

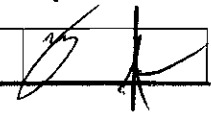
The Service Provider will be expected to provide and make use of movable litter fences in order to prevent wind-blown litter from leaving the working area. These fences must be kept in a good state of repair and be available for deployment at all times. They must be of such a construction as to be efficient in moderate to high winds.

1.6.11.6 Provision and placement of cover material

Sources of cover material include:

- Material stockpiled from previous excavations.
- Chipped garden waste not used for composting
- Soil an uncontaminated builder's rubble brought to the site

Sufficient material for the covering of waste on a daily basis must be made available by the Service

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Provider. Furthermore, a strategically placed emergency stockpile of cover material, sufficient for three working days operation, should always be maintained.

The Gansbaai Landfill is currently receiving more soil and uncontaminated builder's rubble than what is required for cover material.

1.6.11.7 Control of nuisance

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

- Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by placing fly bait at the working face, composting area etc).
- Noise (by ensuring that all plant silencers, etc are in good working order) and by limiting the operations to the prescribed hours.
- Wind blown litter (by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area).
- No scavenging shall be allowed on the working face. The removal from the work face of sharp steel objects which could cause punctures to waste collection vehicle tyres, is however a requirement.

1.6.11.8 Washing the wheels of vehicles leaving the site

The Service Provider will be responsible for washing the wheels of vehicles leaving the site to prevent mud from being deposited on the entrance road and public roads, if applicable. The nature of the equipment required to achieve this, will be left to the discretion of the Service Provider, provided that the desired result is achieved.

1.6.11.9 Operating the Material Recovery Facility

The Service Provider shall also be responsible for the optimal operation of the Material Recovery Facility in order to minimise the volume of waste to be disposed at the landfill.

Source separated wastes and waste loads that have been diverted to the Material Recovery Facility at the entrance are to be discharged on the receiving apron where initial screening and sorting of large items takes place. Refuse bags are also torn open on the apron to expose the contents. The waste material is then manually sorted and items of value are removed and temporarily stored in bags/bins until sufficient material of a specific type has been recovered to be baled.

Although a baling machine has been provided by the Employer, the Service Provider shall ensure that the equipment is well maintained and that a sufficient supply of wire for tying the bales is maintained.

Waste that are not removed by sorting, referred to as tailings, are conveyed to a container/truck/trailer and must be removed by the Service Provider and disposed at the landfill. The Service Provider shall be responsible to provide a suitable container/truck/trailer for collecting the tailings and for transporting the tailings to the landfill at such a frequency not to negatively impact the operation of the Material Recovery Facility.

The Material Recovery Facility shall be cleared of waste at the end of every working week.

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All material recovered shall be weighed at the weighbridge before leaving the site and accurate records shall be kept.

Note that the only mechanical equipment installed at the Material Recovery Facility is a vertical baler. Should the Service Provider require any other equipment to assist in the sorting or baling, it is for the cost of the Service Provider.

1.6.11.10 Maintenance of site drainage system

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

All water that has been in contact with waste will be considered to be contaminated. Water, with which contaminated water comes into contact, will also be considered to be contaminated.

1.6.11.11 Record keeping

The Service Provider shall maintain detailed daily records of the following aspects and these shall be available for inspection by the Municipality's Solid Waste Manager at all times:

- Quantity of cover placed
- Quantities of waste handled (including mass, category and registration detail of each vehicle)
- Daily position of depositing on site
- Complaints lodged
- Accidents
- Site Protocol Violations
- Breakdowns and stoppages
- Weather conditions including minimum and maximum temperature and rainfall
- Site Diary to record unusual incidents
- Quantities (mass) of recovered material leaving the site

The supply of consumables for record keeping, invoices and the operation of the weighbridges, is the responsibility of the Service Provider.

1.6.11.12 Maintenance of the Site

The Service Provider shall maintain all aspects of the Site, inclusive of all infrastructure, in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The Service Provider shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the Municipality's Solid Waste Manager, be borne by the Employer.

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

Included in the Maintenance of the Site are:

(a) Buildings

The Service Provider shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

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

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- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- upkeep and maintenance of gardens and landscaped areas;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas;
- maintenance of all doors. (The doors of the Material Recovery Facility requires maintenance every 6 months.)

On termination of the Contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Municipality's Solid Waste Manager.

(b) Access road

The Service Provider shall be responsible for the maintenance of all temporary and permanent access road (i.e. those roads within the site boundary to provide access to the working face).

- Unsurfaced roads: This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300 mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the Municipality's Solid Waste Manager. All roads shall be to an all-weather standard.
- Surfaced roads: This work will include keeping the road free of all litter, mud etc as well as ensuring that storm water facilities are not blocked.

(c) Berms and storm water drainage channels

The Service Provider shall be responsible for keeping all berms and storm water channels in good condition and blockage free, so that they will be adequately perform their intended function. Silt accumulating in the storm water drains shall be removed on a regular basis. Where required, temporary berms and storm water drainage channels shall be provided by the Service Provider to ensure the safe and sound operation of the waste disposal site. Such berms and channel are only to be constructed after consultation with the Municipality's Solid Waste Manager, in order to ensure that it will not interfere with the long term development plan for the Site.

(d) Fences, gates and entrance

The Service Provider shall monitor the fences and gates of the perimeter area and report any damage to the Employer. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed.

(e) Weighbridge

The Service Provider shall be responsible for the care (upkeep but not regular maintenance and calibration of the weighbridge) of the weighbridge and peripherals and any damage caused by misuse or negligence shall be made good by the Service Provider at his/her own cost. The Service Provider shall supply all consumables for the operation of the weighbridges, associated computer equipment and peripherals.

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1.6.11.13 Violation of Site Protocol

The Service Provider shall maintain a record and the details of the occurrence of all vehicles that violate the Site protocol. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the Employer. Types of incidences considered to be a violation, are in accordance with the Site Rules as displayed on Site.

1.7 MEASUREMENT AND PAYMENT

1.7.1 Basic Principles and Method of Measurement

The Contract has been so structured as to provide for a 168 months contract period (1 December 2018 to 30 November 2033, which is the anticipated date on which the Gansbaai Landfill will be full. Should the lifespan of the Gansbaai Landfill extend beyond 30 November 2033, the Municipality reserves the right to extend this contract up to the date when the site will be full. Similarly, should the Gansbaai Landfill's capacity be depleted before 30 November 2033, this contract will be terminated.

Variability in the waste quantities can, however, be expected due to peak loads during holiday periods and improvements in the quantity of recycled material.

The Service Provider's cost for operating the Material Recovery Facility shall be recovered from the fixed monthly cost.

Note that soil suitable to be used as cover material and uncontaminated builder's rubble will be excluded from the mass measured for payment as well as all garden waste or chipped garden waste.

The sale of the recovered materials from the Material Recovery facility is for the Service Provider's account.

1.7.2 Scheduled Items

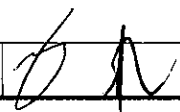
1.7.2.1 Fixed Monthly Charge

The unit of measurement shall be per month of operation.

The Tendered rate shall include full compensation for, inter alia, the following:

- Cost of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act and the Occupational Health and Safety Act, complying with statutes and by-laws etc and the costs of continuing to meet these obligations.
- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment on the Sites to enable the Operation of all the facilities to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, baling wire, storage facilities, communications, security and access facilities, sanitation, the wages of staff and transport costs incurred in connection with such staff. It is a condition of this tender that no staff member may be remunerated at a rate less than the applicable local minimum wage.
- Costs for the control of nuisances, maintaining the Sites in a neat and clean condition and for dealing with complaints.
- Costs of care and maintenance of the Sites including scattered waste and litter, all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and weighbridges.
- Costs of the Service Provider's company and head office overhead costs and costs of all other obligations that are not recovered on the basis of the units of waste disposed of.

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- Costs of removal from the Sites of all items established and for making good to the satisfaction of the Municipality's Solid Waste Manager at the conclusion of the Contract.
- Cost of constructing and maintaining of access roads to the disposal area, the control of traffic on the Sites, the supply and erection of traffic control and direction signs within and the provision of assistance to vehicles that become stuck on Site.
- Costs of constructing and maintaining cut-off berms and storm water drains and dealing with storm water, polluted runoff and leachate.
- Costs of providing 24 hr communications and contact for the Site Superintendents.
- Costs of municipal services utilised at the Sites.
- Costs of 24hr security on Site.

1.7.2.2 Transport of containers

The unit of measurement shall be the full container (30 m³ or 10m³) as recorded and weighed at the weighbridge of the Gansbaai Landfill Site.

The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of loading of containers (where applicable), transporting, emptying and storing containers and transport plant and transporting containers, to, and from, the Gansbaai landfill site.
- Costs for the control of nuisances (by covering full, and cleaning empty, containers).
- Costs of keeping all detailed daily records.
- Costs of all consumables for the operation and the keeping of detailed records.
- Costs of dealing with reasonable complaints from members of the public.
- Costs of complying with specifications.

1.7.2.3 Disposal of waste

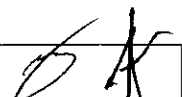
The unit of measurement shall be a metric ton (tonne) of waste as recorded at the weighbridge.

The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of handling, spreading and compacting the waste and of constructing cells, including a wet weather cell, and for dealing with bulky waste, animal carcasses and safe disposal as required.
- Costs of access control at the gate and the keeping of detailed daily records.
- Costs of all consumables for the keeping of detailed records and the operation of the Site (including the supply of the printers and standby equipment).
- Costs of acquiring on site, stockpiling, spreading and compacting cover material, including the final shaping of natural landform.
- The volumes of Builder's rubble and soil that can be used as cover material as well as garden waste and chipped garden waste entering the landfill and as measured over the weighbridge will not be included in the disposal quantities for payment.

1.7.2.4 Recovery of Recyclable Material

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The unit of measurement shall be a metric tonne of recovered material as recorded at the weighbridge on leaving the site.

The indicated rate in the Bill of Quantities is an incentive to promote recovery and is based on a portion of the cost of airspace saved through recovery of specific recyclable materials.

1.7.2.5 Chipping of Garden Waste

The unit of measurement shall be a cubic meter of chipped material measured in full 30m³ containers.

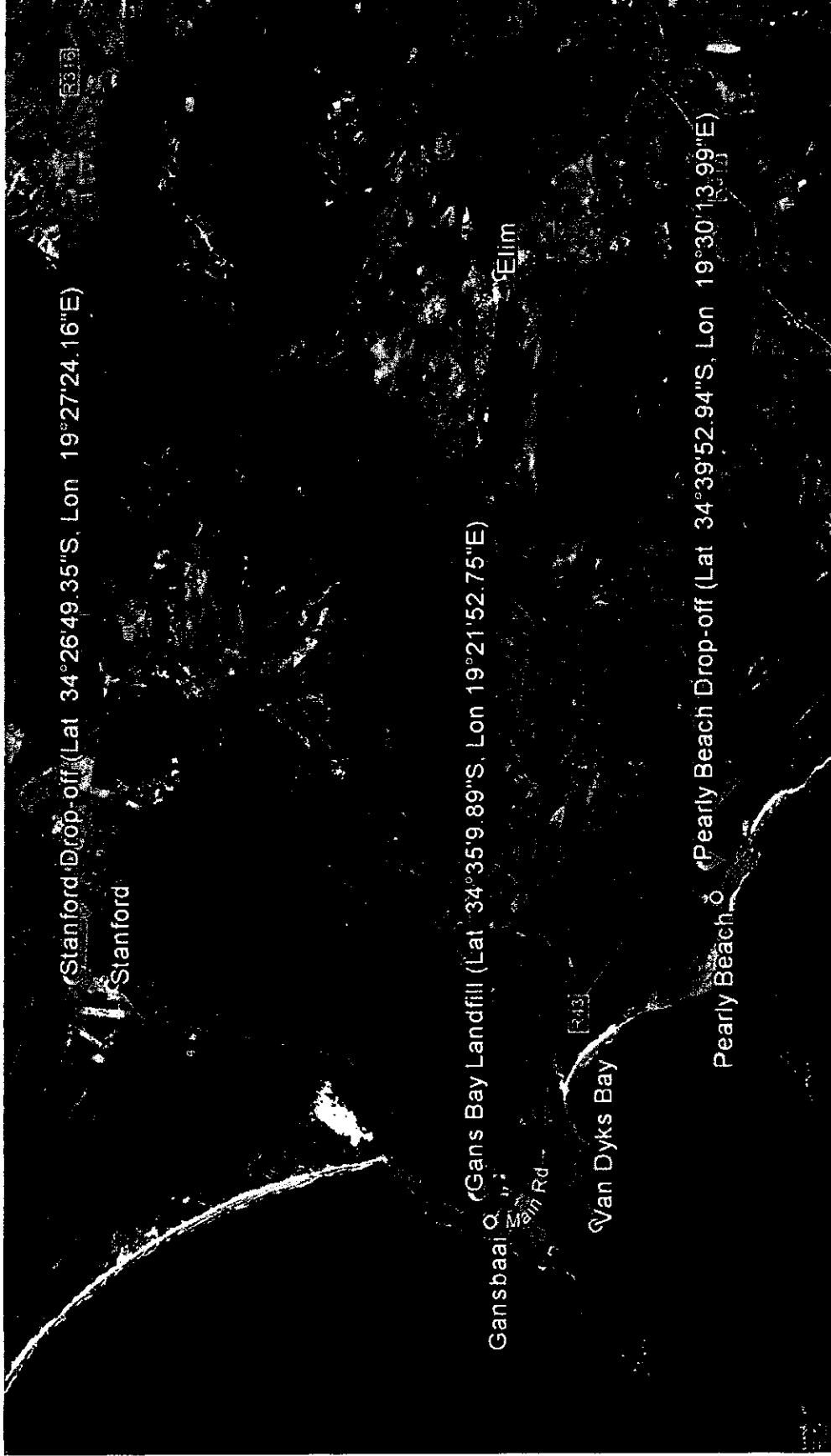
The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of directing traffic for the off-loading of garden waste in the designated areas and maintain a neat stockpile.
- Costs of chipping the garden waste and loading the chipped material into 30m³ containers.
- Costs of all consumables for the keeping of detailed records of the volumes of chipped material.
- Costs of maintaining and operating the chipping equipment.


1.7.2.6 Prime Cost Items

The amount allowed for in the Bill of Quantities is for the maintenance of the site infrastructure as requested by the Municipality's Solid Waste Manager. The Service Provider will obtain three quotations for the requested maintenance work, i.e. the calibration of the weighbridge, and submit it to the Solid Waste Manager for approval.

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CLIENT:	OVERSTRAND MUNICIPALITY	DESIGNED:	S
PROJECT:	OPERATION OF GANSBAAAI LANDFILL	DRAWN:	S
DRW. TITLE:	Locality Plan	CHECKED:	P
		DATE:	11-12-2018
		SCALE:	MTS



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ADDENDUM A

INITIALS



CONTRACT NO. SC 1892/2018

OPERATION OF GANSBAAI LANDFILL SITE, STANFORD PUBLIC DROP-OFF FACILITY AND PEARLY BEACH DROP-OFF FACILITY FOR A CONTRACT PERIOD ENDING 30 NOVEMBER 2032

C5.4 MANAGEMENT

CONTENTS

1. FULL-TIME MANAGEMENT
2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
3. MANAGEMENT MEETINGS
4. DAILY RECORDS
5. PAYMENT CERTIFICATES
6. PROOF OF COMPLIANCE WITH THE LAW

1. FULL-TIME MANAGEMENT

The Contractor shall provide a full-time Landfill Manager to manage all aspects of the landfill operation. The Landfill Manager must be contactable 24 hours per day in the event of any emergencies or serious problems that may arise.

The Contractor shall also provide a full-time Site Supervisors at the Stanford and Pearly Beach Public Drop-offs whom must be contactable during normal operating hours in the event of any emergencies or serious problems that may arise.

2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993 or as amended, if applicable.

3. MANAGEMENT MEETINGS

The Committee of Control (COC) will meet on a monthly basis (or more frequently if required) to discuss all and any matters relating to the operation of the Site and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is however to be noted that decisions may need to be approved by Council. A meeting schedule will be drawn up at the commencement of the Contract.

The Resident's Monitoring Committee (RMC), on which the COC also serves, will meet once per year. External auditing in accordance with the licence conditions will be undertaken by external auditors appointed by the Employer.

4. DAILY RECORDS

The Contractor shall maintain a site diary in a log book to be kept on Site.

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5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Municipality's Solid Waste Manager. Measurement Statements with all applicable data up to the 20th, shall be delivered to the Municipality's Solid Waste Manager as soon as possible after the 20th of each month.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Municipality's Solid Waste Manager as necessary.

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