

1. INTRODUCTION

The proposal details the requirements for the Maintenance and Operation of the Waste Transfer Station in Doornkop, Steve Tshwete Local Municipality (STLM). Doornkop comprises of the waste transfer station only no garden Facility. This specifications gives the general description of the Site and the Facilities available and covers the day to day requirements for receiving of waste as well as the maintenance of the Facilities on the site to ensure an effective ongoing operation.

2. SCOPE OF WORK

General description

This Contract provides for the supply of all labour, plant, tools, equipment and management necessary to operate the Facility in an effective and environmentally sound manner. The transfer station is a new facility and its operations should be aligned with the other existing facilities in Steve Tshwete Local Municipality i.e. the Waste Transfer Stations in Komati, Hendrina and Rietkuil. The Contractor should have a CIDB Contractor grading of 1CE.

Description of Facilities and Access

The Komati Waste Transfer Station and the Garden Waste Facility is located \pm km west of Komati. The two Facilities are situated in the same yard. Access is from a tarred road leading from the eastern side of the town towards the Facility.

WASTE TRANSFER STATION

Price Schedule by Bidder

Locality	Description	No: of skips on site	Total Amount per Month	Total Amount per Year
Doornkop	1 x Waste Transfer Station	4 x skip bins		
Total				

The Doornkop Waste Transfer Station is located at Doornkop \pm 35km Northwest of Middelburg. Access is from a dirt road from N11 (Loskop dam road).

Facility of Works

For the duration of the Contract, the Contractor will provide his own permanent or temporary Facilities if available and that include:-

a) Office and other Structures

There are some existing Facilities at the site, the Contractor can make use of these Facilities but will be responsible for maintaining the Facilities and equipment including keys for the Facilities and equipment. At the end of the Contract period the Facilities must be returned in the same state as the start of the Contract.

The Contractor will subject to the Senior Manager Solid Waste Management prior approval and approval plan by the Municipality, provide buildings and structures such as offices, ablutions, plant, shelters, etc at the Facility to the satisfaction of the Solid Waste Management.

b) Contractor's Enclosure

This area which is fenced is intended to be used primarily as security areas for overnight parking for the Contractor's vehicles and plant equipment. The servicing and maintenance of the Contractor's vehicles and plant equipment shall be carried out within this area and in a controlled manner.

c) Access Control Gates

There are security gates across both lanes of the access road, for the purpose of controlling the entry and exit of vehicles. A gate control officer (provided by the contractor) will conduct access control

d) Security

The Contractor must allow for a minimum of one person during operational hours, at the site. Should the Contractor require further security measures to protect equipment and property, he may take such measures at his own costs and subject to the Senior Manager Solid Waste Management's Approval.

e) Water Supply

There may be water meters connected to the water network at the Facility, and it can be utilised at a rate determined by the Steve Tshwete Local Municipality. The Contractor will formally have to apply and pay for the use of the connection of electricity at the Steve Tshwete Local Municipality at the Contractor's expense.

f) Electricity Supply

There is no electricity supply at present. If electricity reticulation on the sites is required by the contractor it shall be constructed at his own cost, and comply with council regulations.

g) Housing of Employees

The Contractor will not be permitted to house his employees, at the Facilities.

3. COMMENCEMENT AND SUSPENSION

Commencement of Contract

Contractor shall commence the Contract within 14 (fourteen) days after the receipt by him of a letter of appointment by delivery by hand or registered post and shall proceed with the work immediately.

Contract Period

The Contract period shall be 1 year.

Suspension of Operation

The Contract shall on the written order of the Senior Manager Solid Waste suspend or curtail the Operation for such time or times and in such manner as the Senior Manager Solid Waste Management may consider necessary and shall such suspension properly protect and secure the Facility so far as is necessary in the opinion of the Relevant Authorised Person. The extra cost (where properly sustained) incurred by the Contractor in giving effect to the Senior Manager Solid Waste Management's instructions under this clause shall be borne by the Steve Tshwete Local Municipality unless such suspension is:

- Necessary because of improper execution of the work or some other default on the part of the contractor.
- Necessary because of weather conditions.
- Necessary for safety reasons.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Senior Manager Solid Waste Management within 14 (fourteen) days of the Senior Manager Solid Waste Management's order. The Relevant Authorised Person shall determine the extra payment to be made to the Contractor in respect of that claim, as he may consider fair and reasonable.

If the operation is suspended on the written order of the Senior Manager Solid Waste Management for more than 28 (twenty eight) days, the Contractor may within 14 (fourteen) days from the receipt thereof, serve a written notice to the Senior Manager

Solid Waste Management requesting permission to proceed with the operation and, if such permission is not granted within that time, the Contractor may (but this is not bound) by a further written notice to the Senior Manager Solid Waste Management.

4. PLANT

All plant equipment used for the work shall be suitable for the general prevailing conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution all within the bounds of legal requirements. Properly qualified/trained and experienced Operators shall operate the plant equipment. Proof of competence of drivers must be submitted to the Senior Manager Solid Waste Management for approval. In the event of a breakdown occurring, the Contractor shall provide equipment as is necessary to ensure that the proper Operation and Maintenance of the works is not placed in jeopardy.

Plant and Equipment – the Contractor shall submit with his tender, a description of the proposed plant equipment complement as well as a description of the backup on breakdowns.

5. OPERATION AND MAINTENANCE OF THE FACILITY

Source of Waste

The waste disposed of at the Facility originates from various areas where the different Facilities are located and the surrounding areas, and consisting of street cleansing waste, Garden Waste, builder's rubble and industrial waste (except hazardous waste).

Other Sources

Should it be to the Steve Tshwete Local Municipality's benefit, they may dispose of waste at the Facility that originates from sources other than those indicated. In such an event the Steve Tshwete Local Municipality reserves the right to restrict the quantity of waste received from other sources. For the duration of the Contract and any extensions thereto, it will be the Contractor's responsibility to make all known and any interests he, and/or of the personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the Facility. In addition, should this position change, the Contractor will be obliged to inform the Steve Tshwete Local Municipality thereof within seven days(7) days of any such change.

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

No hazardous waste may be disposed of at the site.

Waste Quantities

The current estimated quantity of waste to pass through the transfer stations varied from month to month. An employer shall not be bound to specific quantities. Because of unpredictable growth in population in the areas as well as the locality of the waste generation source, the actual quantities may vary considerably from the estimated quantities. Furthermore, the STLM reserves the right to vary its waste disposal strategy, which will affect the waste quantities, involved.

Waste Types

The Contractor will be required to handle all non-hazardous waste. Hazardous wastes will not be accepted on the site and the generator will be advised of the correct disposal sites available within and outside the Municipal boundaries. Wastes that are expected to be handled are:

- Domestic waste
- Garden waste
- Builder's rubble
- Dry industrial waste
- Commercial waste
- Bulky waste

Hazardous Wastes, liquids and sludge, whether in sealed drums or not, will NOT be allowed to be disposed at the Facility.

The Contractor will be required to record all relevant details of any person, vehicle or operator who attempt to bring any such unacceptable waste onto the Facility and shall advise such a person or operator of the locality of the nearest Facility where such waste can be safely handled, and the Senior Manager Solid Waste from Steve Tshwete should be informed accordingly.

Charges for Disposal

The Contractor shall not cash-charge any of the users for disposing Waste at the Facility. Users will be allowed to dispose of waste free of charge.

The charge, if any, for using the Facility will be based on the volume (cubic meter capacity of the vehicle or container, with adjustments for the compactor vehicles and compacted containers or actual tonnage). The invoicing for the above mentioned amount will be undertaken by the Steve Tshwete Local Municipality, who reserves the right to vary the rate of disposal from time to time as it considers necessary. All the money obtained from invoicing will belong to the Steve Tshwete Local Municipality.

Operating hours

The Contractor will be responsible for operating the works every day, including Saturdays and Sundays, and Public Holidays. The only day upon which the Works may be suspended is Christmas day, unless stated otherwise by the Senior Manager Solid Waste Management.

Should it be established that the above is unsuitable, with the approval of the Senior Manager Solid Waste Management; the working hours may be altered accordingly and recorded on the notice board.

Operating Hours

Week Days	Description	Time
Monday to Friday	Open to public	07:00 to 18:00
Saturday, Sunday & Public Holidays	Open to public	07:00 to 16:00 07:00 to 15:00

Use of Facility After Hours

Except by prior arrangement and with the Senior Manager Solid Waste Management's approval the Facility may not be opened outside the agreed operating hours and the Facility's gate shall be kept locked.

Contractor's Work Establishment

The Contractor will have to state in the Data Schedules at the time of tendering the number of designations and qualifications for all staff to be employed, and the number and descriptions of the various types of plant and equipment to be utilized at the Facility for the purpose of executing the Contract. The Contractor will be permitted to vary this establishment during the course of the contract only after a written application has been made to and written permission received from the Senior Manager Solid Waste Management.

The Contractor shall ensure that the Senior Manager Solid Waste Management is in possession of an up to date register of all staff, labour, plant and equipment at the Facility. Any deviation from the provision of this clause, especially the removal of plant and equipment without prior approval will attract penalties.

The staff complement shall have the following minimum composition, subject to escalation over weekends, public holidays and peak periods:

Staff Description	Duty Time

Gate controller/security guard	Full time
Skip bin controller/director	Full time

Preference must, wherever possible, be given to local residents, especially women during employee selection. Employees must undergo first aid training and fire fighting courses through recognised training institutions. They must also be trained in safety rules and regulations (Occupational health and Safety) and be provided protective equipment.

Control of Gate

For the full duration of the contract, the Contractor shall provide a competent and reliable gatekeeper, for the purpose of controlling and ensuring the correct assessment of incoming loads. All vehicles entering the Facility will be stopped at the entrance. The gate controller will record the driver's details; the vehicles tare weight, registration number and waste type. The driver will be directed to the bin controller to be shown as where to dispose of his waste. On arrival at the designated area the bin controller will direct the vehicles to the correct container and inspect the waste during offloading to ensure consistency of the waste stream and also check for hazardous wastes.

When off loading is completed, the driver will proceed to the exit where the security guard will check that the vehicle is empty before the vehicle is allowed to exit.

All visitors will be expected to fill in a visitors log book.

Preference of Users

The Contractor must at all time show equal respect and consideration to all Facility users and under no circumstances may he treat any user preferentially. This clause has particular reference to the use of the Facility by vehicles belonging to a company or enterprise in which the Contractor may have direct or indirect interest. The public must always be treated friendly to promote the council's image.

Meetings and Facility Inspections

During the execution of the contract, the Contractor, other Operators, the Employer and the Senior Manager Solid Waste Management shall initially meet at monthly intervals or at other intervals as required by the Senior Manager Solid Waste Management. In addition meetings with the Managing and Monitoring Committee will be held at quarterly intervals. The Senior Manager Solid Waste Management shall make arrangements for the meetings.

The Contractor shall ensure that a member of his staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the

operation of the disposal site, is always in attendance at these meetings. The meeting will be held to discuss all and any matters relating to the operation of the site, and to update and review the overall plan of operation. Decisions made, minuted and agreed at these meetings will be binding on the parties.

Auditors appointed by the employer will undertake periodic (initially) monthly site inspection or audits. During this exercise, a specially designed profoma will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations will be submitted to both the employer and the Contractor. These inspections may or may not be conducted in conjunction with the Contractor or the monthly meetings. At the discretion of the Senior Manager Solid Waste Management, such periodic site inspections can later be undertaken quarterly.

Operation of the Facilities

The operation of the Facility by the contractor will involve the following major functions:

- Gate and Access Control.
- Maintenance of access roads within the sites.
- Garden Waste disposal.
- Excavation and placement of cover materials
- Weekly covering of garden waste.
- Usage of skip bins.
- Grass cutting.

The principle regarding the above are discussed below, with the view to provide the Tenderer with a clear concept of what is expected of him with guidelines for drafting his proposed Action Plan. Where applicable, the Contractor will be expected to operate the site according to the stipulations in the Management Plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

1. Provision of Cover Material

A suitable source of cover material is available on the Facility. The Contractor will be responsible for excavating and transporting cover material at his own cost. The cost for such an operation should be covered in the Schedule of Principles and Rates.

2. Waste Deposition

All Garden Waste must be deposited in the designated areas and be covered accordingly to ensure that the site is maintained in an acceptable state.

3. Access Roads

Contractor shall construct temporary roads for the operation and maintain future permanent gravel access roads to the depositing area as and when necessary during the contract period. The gravel access road to the relevant phase, from the main road must also be maintained. The roads must be:

- Usable in both wet and dry conditions.
- Able to comfortably accommodate two large passing vehicles.
- Sufficiently smooth and even to enable large vehicles to travel at 20 km/h without damage or discomfort.
- Flat enough to enable vehicles to stop and move off without difficulty and slipping.

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- Usable in both wet and dry conditions.
- Able to comfortably accommodate two large passing vehicles.
- Sufficiently smooth and even to enable large load vehicles to travel at 20 km/h without damage or discomfort.
- Flat enough to enable vehicles to stop and move off without undue difficulty and slipping.

4. Traffic Control and Direction Signs

Clear and easily understandable traffic control and direction signs must be provided from the turning off to the Facility entrance to the off loading point at the working face.

5. Working Face – Garden Site

Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum face width of 6m – 10m must be maintained to enable two vehicles to work alongside each other. To avoid overturning of vehicles, the working face area must also be located and granted that the vehicles operate on a level ground.

6. Control of Nuisances

The Contractor shall take all reasonable measures to operate the Facility to reduce and, where possible, prevent nuisance such as:

- Odour (by applying sanitary procedures of compaction and covering).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary procedures of compaction and covering as well as by setting fly traps, etc).

- Noise (by ensuring that all plant equipment, etc are in good working order).
- Windblown litter (by applying sanitary procedures of covering, as well as using litter-catch fences where possible and picking up the litter that has been scattered in the area). The Contractor shall ensure that a radius of 500 metres around the Facility measured from the fence stays clean of windblown litter at all times.

7. Wet Weather

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

8. Vehicles Stuck in mud

The Contractor shall have available at the Facility, heavy-duty tow ropes or tow bars, and shall assist any vehicle becoming stuck on the Facility with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed. The Contractor will be held responsible for the cost of repairs to any vehicle that has been pushed instead of being towed.

9. Record Keeping

The Contractor shall maintain comprehensive information on every vehicle that enters the Facility for the purpose of offloading. Detailed daily records of the following and these shall be made available for inspection by the relevant Responsible Person or Steve Tshwete Local Municipality at all times.

- Record keeping book
- Number of loads (including the registration and size of each vehicle)
- Daily quantities of waste handled (in terms of volume or tonnages)
- Facility Diary
- Complaints register
- Accidents
- Breakdowns and Stoppages
- Rainfall
- Hazardous material turned away
- Facility instruction book
- Database on the above

All of the above will be compiled in a report and submitted to the Steve Tshwete Local Municipality not later than the tenth of the following month. Failure to comply with this date of submission will result in penalties being imposed.

Maintenance of the Facility

The Contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and prevent undue deterioration of any item. The Contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. This will, subject to prior approval by the Senior Manager Solid Waste Management, be borne by the employer.

Should it at any stage be evident that a large damage repair has resulted because the contractor did not take any action at an earlier stage, and that the Contractor has no good reason for not having taken earlier action, the cost of the repair will be for the cost of the Contractor's account. In maintaining the site the Contractor will be expected to perform maintenance work on his own initiative and without first being ordered to do so by the Senior Manager Solid Waste Management.

i. Buildings

The Contractor shall be responsible for the care and maintenance of all buildings and structures on the site. Maintenance shall include the periodic repairing of and, if necessary, the making good of any damages. All the buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Senior Manager Solid Waste Management.

ii. Notice Boards

The Contractor shall supply and erect, at an approved location, a waterproof notice board with the Senior Manager Solid Waste Management's approval. The Contractor shall be responsible for effecting alterations to the board to ensure that the information displayed thereon is kept in an up to date condition, and for maintaining the board in good repair for the duration of the contract.

iii. Fences and Gates

The Contractor shall keep all fencing and gates and perimeter wall in good order and shall repair any damage to them.

iv. Skip Bins

The Contractor shall be responsible for the care and maintenance of the skip bins on the site as per the manufacturer's instructions and as per the instructions of the Senior Manager Solid Waste Management. Maintenance shall include the periodic repairing within 48 hours as agreed and if necessary, the making good of any damage as directed by the Responsible Person. On termination of the Contract, the skip bins shall be left in a thorough clean and sound condition, to the satisfaction of the Senior Manager Solid Waste Management.

v. Gardens and Landscaping

The Contractor shall also be responsible of caring for the trees by watering them, pruning as per requirement as well as the clearing of unwanted plants or trees the may grow within the Facility.

The Contractor is expected to cut the grass within the Facility and 2 metres outside the fence once every two months or as instructed by the Senior Manager Solid Waste Management.

vi. Services

The Contractor shall be responsible for the maintenance of all services such as water mains including hydrants, houses, sewers, storm water pipelines and electrical cables and fittings (i.e. those services within the site boundaries if any). Maintenance shall include the periodic repairing of and, if necessary, the making good of any damage. On termination of the Contract, the waste Compactor unit shall be left in a thoroughly clean condition, to the satisfaction of the Authorised Responsible Person.

vii. Working Face

The Contractor shall at all times of his contract make sure that there is an open hole that has been prepared (proper excavated and compaction) for the disposal of garden refuse. All the material excavated should be stockpiled at the end of the hole for proper covering of the disposed waste. A proper sequence for processing waste and preparation of the waste should be according to the acceptable waste management standards.

The Contractor should also ensure that a wet cell should be prepared accordingly (that is, excavation and placing of material that is not slippery for the preparation of the wet cell in case of rain) in order to cater for the rainy seasons.

viii. Containers on Site

The containers to be emptied by the councils refuse removal trucks consist primarily of 6 cubic metre open containers containing non-hazardous domestic solid waste at the transfer station.

The Contractor shall be fully responsible for the care and safekeeping of the council's containers and making sure that the containers are placed in position for disposal of waste and that the conveyer belts are placed accordingly to ease disposal of waste.

The Contractor shall further report to the employers representative in writing, al cases of loss of or damage to containers whilst in his care and such reports are to be submitted to the employer's representative within **FOURTY EIGHT (48) HOURS** of the occurrence of such loss or damage.

ix. Steve Tshwete Local Municipality's Equipment

The Contractor will be responsible for the security of all Steve Tshwete Local Municipality's equipment stored at the Facility.

x. Concrete Structure and Paved Area

The Contractor is expected to maintain the concrete structure and the paved area in good conditions at all times. Any damages to the structure and the paved area should be reported at all times. A Contractor has a period of twenty four hours to report and repair the identified damages.

Emergency

The Contractor shall ensure that there is a contingency plan for the following anticipated emergency events:

- 1) Fire
- 2) Spillage containment
- 3) Injuries to employees and customers
- 4) Discovery of hazardous material

6. MONITORING AND REPORTING

In liaison with the Employer's Representative, the Contractor shall convene Monthly Progress Review Meetings at which performance of the Contractor in line with this agreement shall be assessed. Written reports covering activities carried out and all relevant matters shall be submitted and discussed.

Payments and processing matters shall also be discussed at the monthly meetings.

7. MEASUREMENT AND PAYMENT

Basis of Payment to Contractor

The monthly payment of the Contractor shall, cover, inter alia, the following:

- a) Cost of providing sureties, insurance of plant liability insurance, unemployment insurance, the cost of compliance with the requirements of the workmen's Compensation Act, complying with statutes and by-laws etc and the costs of continuing to meet these obligations.
- b) Cost of providing, establishing, commissioning and maintaining adequate facilities, plant, tools and equipment on the site to enable the Operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities and the notice board, communications, security and access facilities, sanitation, water, electricity, the wages of supervisory staff and transport costs incurred in connection with such staff.

- c) Costs of the nuisances, maintaining the site in a neat and clean condition and for dealing with complaints.
- d) Cost of care and maintenance of all building and structures on the site including gates and other access control facilities.
- e) Cost to control traffic on the site and the supply and erection of traffic control and direction signs.
- f) Costs of access control at the gate and the keeping of detailed daily records.
- g) All of the above plus any other expenses that the Contractor foresees will be included in the rate as tendered in the schedule of quantities.
- h) Costs of the Contractor's company and head office overhead costs of all other obligations that are not recovered on the basis of the units of waste disposed of.
- i) Costs of removal from the Facility of all items established and for making good to the satisfaction of the Senior Manager Solid Waste Management at the conclusion of the Contract.

Penalties

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

- Failure by the Contractor to open or to operate the work on any of the operating days, or closure of the Facility for an hour or part thereof during the agreed operating hours:

R1000.00 for the first hour or part thereof, escalating by R1000.00 for each further one hour period or part thereof.

- Unacceptable attendance to complaints from the public (direct or channelled through the Senior Manager Solid Waste Management within six (6) working hours of occurrence)

R500.00 for the first occurrence, escalating by R100.00 for each further occurrence to a maximum of R1000.00 per occurrence

Should the Contractor not comply after the third penalty imposed for the same requirement not met, he will make himself liable to the termination of the Contract.

Scheduled Payment Items

The tendered sum shall be fully inclusive of all costs noted in section 6.3 associated with, and directly linked to the operation and maintenance of the garden refuse site and the waste transfer station. This Contract includes maintenance, administration, security,

handling of containers on site. This sum also includes the erection of the necessary signs if need be.

List of Returnable Documents (Attached to the Tender Document)

- Tax Clearance Certificate
- Company Registration documents
- 1 CE CIDB rating
- Proof of Competence of driver's/operators i.e. operator certificate, driver's license, etc.