

CSQ09202028

PROVISION OF BULK REFUSE CONTAINERS AND TRANSPORTATION AND DISPOSAL OF WASTE TO DESIGNATED LANDFILL SITES.

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Duration of Contract: 12 Months

Estimated Costs: Exceeds R200 000

SCM Policy Ref: Section 36(1)(a)(v)

This request for quotations seeks to avert the interruption of providing an essential service to the community and is made by making use of the emergency provisions that are provided by clause 36(1)(a)(v) of the SCM policy for deviation that has been granted by the Accounting Officer.

1 SCOPE OF WORK

1. PROJECT DETAILS

1.1 The scope of work is divided into two components:

1.1.1 The provision and delivery of a range of standardized bulk refuse containers to various designated Waste Drop-off and temporary informal Skip Sites in the NMBM.

1.1.2 The removal of such containers within 3 hours of receiving a request from a Municipal Official, the transport and disposal of such waste to a permitted Landfill Site.

1.1.3 The provision and delivery of a range of standardized bulk refuse containers to a private customer and events on an adhoc basis

Average statistics for a period of six (6) months is attached as Annexure A to provide the tenderer with expected operational demands, from Waste Drop-off Sites, the location of the sites, and the location of landfill sites, indicated on the Map attached as Annexure B.

The tenderer must take cognizance that other Directorates and customers in the NMBM Area may require the same service at a cost to the Municipality, i.e. placement and removal of bulk containers, on an as-and-when-required basis, and the tenderer will be obliged to

deliver the same service under the same terms and conditions as are applicable to this (Waste Management) tender.

The number and size of bins required may vary from time-to-time depending on operational demands, and the contractor will be expected to provide accordingly. The number of sites may also increase or decrease and the contractor will be given 14 days' notice in order to comply.

Additional bins to be delivered at a rate of one within 7 days of receiving a written instruction from a designated Municipal Official, and there after at least 3 bins per week.

The service will be delivered as per list provided by the NMBM.

The service will be provided between the hours of 07h00 and 18h00, Mondays to Sundays, including Public Holidays.

2. PLANT AND EQUIPMENT

The tender will be required to initially provide the following minimum number of standard bins at any one time:

17 X 6M³ BINS

18 X 10M³ BINS

80 X 15M³ BINS

80 X 30M³ BINS

The tenderer will have to ensure that he has a sufficient number of trucks, fitted with the relevant lifting gear suitable for loading and placement of all sizes of bins, in order to ensure that bins are removed within 3 hours of receiving a request for removal.

The tenderer will have to provide information in this regard by completing Schedule A, i.e. plant and equipment **owned** by the relevant tenderer, or where **access** to such plant and equipment is secured.

All vehicles, plant and machinery made available for use under this Contract shall be in sound working condition and capable of achieving the contract specifications and must be available for inspection prior to award. Should the Contractor make use of hired vehicles, he or she must attach a letter of confirmation from the service provider. If, in the opinion of the Executive Director: Public Health, any vehicle, plant or machinery is not in sound working order the Contractor will be required to either remove it or replace it with equipment in sound working order within 24 hours.

All bins used by the contractor in servicing the drop-off sites, temporary skip sites must be clearly marked, i.e. ownership, capacity of bin and bin number in order for proper monitoring systems to be introduced.

Placement of empty bins at the drop-off sites, temporary skip sites should be within 300mm from the wall of the facility to avoid unnecessary wastage.

The Contractor will ensure that the full container is properly covered with a net prior to removal from the site to prevent refuse from being blown off during transit.

The Contractor shall be responsible for the cost of all maintenance, repairs and insurance to his/her containers and the Contractor must make due allowance in the schedule of rates. To this effect, the contractor must ensure that containers are in an acceptable visual condition.

The Contractor will provide all hand tools required and safety equipment for successful implementation.

The Contractor will ensure that supervising staff is suitably qualified and experienced to ensure compliance with all relevant requirements of the Occupational Health and Safety Act 85 of 1993, amended.

To avoid confusion and unnecessary delay, tenderers are requested to submit the name and telephone number of the responsible person who should be contacted in connection with the operation of this contract.

The Contractor shall employ drivers / operators and labour who are skilled and experienced in their respective trades. The Executive Director shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor in and about the execution of the works who, in the opinion of the Executive Director, misconducts himself or is incompetent or negligent in the proper performance of his duties. Such persons shall not be permitted to return to the work area without the permission of the Executive Director: Public Health.

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

The contractor will be held liable for any costs resulting from damage to Council property because of his operations and/or condition of his plant and equipment.

3. Price Comparison

The tenderer is required to indicate the rates tendered in MBD3.2, which rates will be used in the award of the tender.

For evaluation purposes the rates tendered in MBD3.2 will be applied to the estimated quantities below in order to arrive at an annual cost, which annual amount will be used for evaluation purposes only.

SCHEDULE OF QUANTITIES				
Item	Description	Unit	Qty p.a.	Price (Excl.VAT)
1.	Hire, removal and transportation to Koedoeskloof Landfill Site within a radius of 15km of:			
	1.1 6m ³ skip bins	Per lift	3 300	

	1.2 10m ³ skip bins	Per lift	700	
	1.3 15m ³ skip bins	Per lift	800	
	1.4 30m ³ roll-on roll-off	Per lift	6800	
2.	Extra over rate for transport distances exceeding 15km for:			
	1.1 6m ³ skip bins	R/km	1000	
	1.2 10m ³ skip bins	R/km	1000	
	1.3 15m ³ skip bins	R/km	1000	
	1.4 30m ³ roll-on roll-off	R/km	6000	

NOTES:

1. The QUANTITIES SHOWN ARE INDICATIVE only for evaluation purposes, and may vary from time to time depending on operational requirements.
2. Kindly note that the quantities above will only be used to evaluate the tender, but that the award will be based on the corresponding rates tendered above.

4. MINIMUM REQUIREMENTS

4.1. The tenderer will have to provide proof of registration as a Waste Transporter in terms of chapter 3 of the Waste By-laws, by attaching a copy of his registration to his submission.

4.2. A schedule of plant and bins should also be included by the tenderer reflecting their respective capacities.

4.3. Physical inspection and verification of the plant and bins shall be conducted by officials of the Waste Management Sub-Directorate prior to the letter of award.

5. CONDITIONS OF CONTRACT

5.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of Contracts (GCC) are as per the National treasury government procurement: General conditions of contract (July 2010) can be obtained from the website at www.treasury.gov.za.

5.2 SPECIAL CONDITIONS

The following special conditions will be applicable to this contract:

NO	CLAUSE	CONDITION
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1	7	<p>Security</p> <p>The tenderer shall submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Supplier for an amount equal to ten per cent (10%) of the Annual Contract Price. The wording of the Guarantee shall be in a format acceptable to the NMBM.</p> <p>“If the Supplier fails in his obligations to provide the stated security within the period stated in Clause 7.1, or if the performance guarantee shall differ substantially from the pro-forma the Purchaser may terminate the Contract in terms of Clause 23.”</p>
2	11	<p>Insurance:</p> <p>Add the following sub-clauses:</p> <ul style="list-style-type: none"> • Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended. • Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident, • Insurance on an All Risk basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things, • Motor vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2.5 million, • Where the Contract involves manufacturing and/or other than the site, the Supplier shall satisfy the Purchaser that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Purchaser having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Supplier’s Policies of Insurance.

		These insurances shall be maintained in force for the duration of the contract, including any Defects Liability Period and in respect of Sub-Suppliers, the Supplier shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Suppliers have affected such insurance.
3	16.5	<p>Payment</p> <p>Add the following:</p> <p>Payment will be made on a monthly basis. The Service Provider shall submit specified monthly payment invoices for work done in the preceding month supported by time sheets and progress payments quantifying the work completed during the month. A designated Municipal Official will then submit the approved invoices and certificates to the Purchaser's contracts office.</p>
	16.6	Invoices shall quote the contract number, contract description and month in which service was rendered. The Supplier shall also attach to the invoice copies of all weigh-bridge certificates, or if not available, other certified disposal documents as proof that all collected waste has been correctly disposed. Origin of any load/lift disposed of to be indicated on invoices.
	16.7	<p>Any outstanding money owed by the Supplier to the Purchaser resulting from services rendered shall be deducted from the amount indicated on the Supplier's invoice before payment is affected.</p> <p>Furthermore, the invoice will only be paid according to the Suppliers ability to perform the activities as defined in the "Service" according to the contract specification.</p>
4	17	<p>Prices</p> <p>Add the following new clause:</p> <p>The price/rate submitted by the tenderer in his bid will remain firm for the 12 months after award of the tender.</p>

5	30	<p>Applicable Law</p> <p>Add the following new clause:</p> <ul style="list-style-type: none"> • The basic conditions of employment Act of 1997 (Act no. 75 of 1997) shall apply • Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. • The Service Provider shall comply with the Occupational health and Safety Specification prepared by the NMBM in terms of the Occupational Health and Safety Act (Act no. 85 of 1993). <p>Without limiting the Service Providers obligations in terms of the Contract, the appointed contractor shall before commencement of the Works or any part thereof be in possession of an approved Health and Safety Plan.</p> <p>The service provider and the NMBM shall engage into a Section 37.2 Health and Safety Mandatory Agreement prior to commencement of the work.</p>
6	NEW	<p>Submissions of Documents:</p> <p>The appointed contractor is required within 14 Days after delivery of the Letter of Award to submit the documents listed below to the NMBM for this approval.</p> <p>a) Health and Safety Plan (Ref item 5)</p> <p>b) Insurance (Ref item 1)</p>
7	NEW	<p>Cancellation of Contract</p> <p>With reference to Section 10 (4) of the Preferential Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, Act 5 of 2000, which makes provision for the cancellation and re-invitation of tenders, please be advised of the following:</p> <ol style="list-style-type: none"> 1) The Tenderer confirms that he/she is aware of the suspensive condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question; and 2) The Tenderer further confirms that the NMBM has the right to cancel the tender if the funds necessary to cover the total envisaged expenditure for the tender are not available for

		<p>the current financial year;</p> <p>3) The Tenderer further confirms that if the tender is cancelled in terms of paragraph 1.2 supra he/she will not hold the NMBM responsible for any loss or damages suffered by the Tenderer due to the lodging of his/her tender.</p> <p>Notwithstanding anything contained in this agreement, the Purchaser reserves the right to terminate this contract by giving three (3) months written notice to this effect.</p>
8.	NEW	The tenderer will be required to sign a Service Level Agreement with the NMBM within 7 days of letter of award.

6. EVALUATION CRITERIA

- Minimum Evaluation Criteria: Service providers who do not meet the minimum requirements will not be further evaluated.
- Points will be awarded in terms of the SCM Preferential Procurement Points System on the 80/20.
- Cognizance to be taken that the Municipality is not obliged to award the complete tender to a single service provider, but is at liberty to award portions of the tender to different service providers.

7. DRAFT SERVICE LEVEL AGREEMENT

It will be a requirement that the Contractor and the NMBM enter into a Service Level Agreement (SLA) of 12 months within 7 days of the letter of award.