



## **Municipal Infrastructure Support Agent (MISA)**

## **Cooperative Governance & Traditional Affairs (CoGTA)**

## REPUBLIC OF SOUTH AFRICA

#### **TENDER NO MISA/FS/ITWMS/007/2022/2023**

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT /
PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND
IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE
MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE
FREE STATE PROVINCE

## PROCUREMENT DOCUMENT

# (Based on NEC3 Engineering and Construction Contract –Option A: Priced Contract with Activity Schedule)

| Client                     | Municipal Infrastructure Support Agent |
|----------------------------|----------------------------------------|
| Reference no.              | MISA/FS/ITWMS/007/2022/2023            |
| Non Compulsory<br>Briefing | 13 October 2022 at 10:00am             |
| Closing Date and Time      | 27 October at 11:00am                  |
| The Tenderer (Name)        |                                        |

Issued by:

Chief Executive Officer

Municipal Infrastructure Support Agent
1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 848 5300

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|--------|---------|----|--|--|

| rs                                        | PAGE No.                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TENDERING PROCEDURE                       |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
| Tendering notice and invitation to tender |                                                                                                                                                                                                                                                                                                                                                                                            |
| Tender Data                               |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
| RETURNABLE DOCUMENTS                      |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
| Returnable schedules                      |                                                                                                                                                                                                                                                                                                                                                                                            |
| AGREEMENTS AND CONTRACT DATA              |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
| Form of offer and acceptance              |                                                                                                                                                                                                                                                                                                                                                                                            |
| Contract data                             |                                                                                                                                                                                                                                                                                                                                                                                            |
| PRICING DATA                              |                                                                                                                                                                                                                                                                                                                                                                                            |
| Pricing Instructions                      |                                                                                                                                                                                                                                                                                                                                                                                            |
| Activity Schedule                         |                                                                                                                                                                                                                                                                                                                                                                                            |
| COOPE OF WORK                             |                                                                                                                                                                                                                                                                                                                                                                                            |
| SCOPE OF WORK                             |                                                                                                                                                                                                                                                                                                                                                                                            |
| PROJECT DESCRIPTION AND SCOPE OF CONTRACT |                                                                                                                                                                                                                                                                                                                                                                                            |
| Description Of Works                      |                                                                                                                                                                                                                                                                                                                                                                                            |
| PPO IECT SPECIFICATIONS                   |                                                                                                                                                                                                                                                                                                                                                                                            |
| FROJECT OF ECH ICATIONS                   |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           |                                                                                                                                                                                                                                                                                                                                                                                            |
| SITE INFORMATION                          |                                                                                                                                                                                                                                                                                                                                                                                            |
|                                           | TENDERING PROCEDURE  Tendering notice and invitation to tender Tender Data  RETURNABLE DOCUMENTS  List of returnable documents Returnable schedules  AGREEMENTS AND CONTRACT DATA  Form of offer and acceptance Contract data  PRICING DATA  Pricing Instructions Activity Schedule  SCOPE OF WORK  PROJECT DESCRIPTION AND SCOPE OF CONTRACT Description Of Works  PROJECT SPECIFICATIONS |

Tender No: MISA/FS/ITWMS/007/2022/2023

## Tender Procedure: Open

#### Based on

MISA Supply Chain Management Policy of 31 May 2022

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: government gazette no. 40553; dated: 20 January 2017 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

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#### MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

PROJECT: APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE.

#### **TENDER DATA**

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as *SFU*.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

| Clause<br>number |                                                                                                                                                                                                                                                      | Tender Data                                                                                     |  |  |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--|--|
| 3.1              | The employer is the <b>Municipal Infrastructure Support Agent (MISA)</b> , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012. |                                                                                                 |  |  |
| 3.3              | The Tender documen contents page.                                                                                                                                                                                                                    | The Tender documents issued by the employer comprise the documents listed on the contents page. |  |  |
| 3.4              | The Employer's Representative is:                                                                                                                                                                                                                    |                                                                                                 |  |  |
|                  | Name: Mr. Ntandazo Vimba                                                                                                                                                                                                                             |                                                                                                 |  |  |
|                  | Physical Address:                                                                                                                                                                                                                                    | 1303 Heuwel Avenue, Riverside Office Park,                                                      |  |  |
|                  |                                                                                                                                                                                                                                                      | Letaba House, Centurion, Pretoria 0046                                                          |  |  |
|                  |                                                                                                                                                                                                                                                      | Private Bag X 105, Centurion 0046                                                               |  |  |
|                  | Telephone:                                                                                                                                                                                                                                           | 012 848 5300                                                                                    |  |  |

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| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|                  | Email: <u>lumka.tyikwe@misa.gov.za</u>                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| 3.5              | The language of communications is English                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| 4.1              | ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:                                                                                                                                                                                  |  |  |  |
|                  | The tenderer:                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
|                  | In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.                                                                                                                                                                                                                                                                         |  |  |  |
|                  | 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. |  |  |  |
|                  | 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.                                                                                                                                                                                                          |  |  |  |
|                  | 4. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory.                                                                                                                                                                                                     |  |  |  |
|                  | 5. The tender documents issued by MISA are not tampered and remain intact                                                                                                                                                                                                                                                                                                               |  |  |  |
|                  | 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink                                                                                                                                                                                                                                     |  |  |  |
| 4.7              | The arrangements for a clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).                                                                                                                                                                                                                                                  |  |  |  |
|                  | Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.                                                                                                                                        |  |  |  |
| 4.12             | No alternative tender offer will be considered.                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 4.13             | The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:                                                                                                                                                                                                                                      |  |  |  |
|                  | Location of tender box: Reception area of MISA Offices                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| 4.15             | Municipal Infrastructure Support Agent's Office                                                                                                                                                                                                                                                                                                                                         |  |  |  |
|                  | Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046                                                                                                                                                                                                                                        |  |  |  |
|                  | <b>Telephone</b> : 012 848 5300                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
|                  | Identification details on the Tender package(s):                                                                                                                                                                                                                                                                                                                                        |  |  |  |
|                  | Name and Reference number of the tender;                                                                                                                                                                                                                                                                                                                                                |  |  |  |
|                  | 2. Address of the employer;                                                                                                                                                                                                                                                                                                                                                             |  |  |  |

| Clause<br>number      | Tender Data                                                                                                                                                                                                                                                                                                  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | Names of the tendering entity and the contact person;                                                                                                                                                                                                                                                        |
|                       | Physical address and contacting details of the tenderer;                                                                                                                                                                                                                                                     |
|                       | 5. Date of submission                                                                                                                                                                                                                                                                                        |
| 4.13.5                | Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.                                                                                                                                          |
| 4.13.6                | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.                                                                                                                                                                                                                    |
| 4.15                  | The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)                                                                                                                                                                                             |
| 4.16                  | The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 <sup>th</sup> day.                                                                                                                                                                                            |
| 5.1                   | The employer will respond to requests for clarification received up to 7 working days before the tender closing time.                                                                                                                                                                                        |
| 5.2                   | The employer shall issue addenda until 3 working days before tender closing time.                                                                                                                                                                                                                            |
| 5.4                   | The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.                                                                                                                                |
| SFU (clause<br>4.3.1) | The procedure for the evaluation of responsive tenders is <b>Functionality</b> , <b>Financial offer &amp; Preference</b> as explained in the <b>CIDB</b> 'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).                                                                  |
|                       | Breakdown points for Functionality points are outlined in 5.11.9 below.                                                                                                                                                                                                                                      |
|                       | The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b>                                                                                                                                                                                                                        |
|                       | Phase 1: Administrative requirements and Mandatory requirements                                                                                                                                                                                                                                              |
|                       | <b>Phase 2:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality <b>points of 70</b> will then be rejected. |
|                       | Phase 3: Price and preference (80/20 system)                                                                                                                                                                                                                                                                 |
|                       | 1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:                                                                                                                                                                                                          |
|                       | Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:             |

| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <ol> <li>In case of a Joint Venture/Consortium submission, shall submit a Joint Venture<br/>agreement signed by all parties.</li> </ol>                                                                                                                                                                                                                                                 |
|                  | 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. |
|                  | <ol> <li>In case of having a subsidiary arrangement, shall submit an audited proof (letter or<br/>shareholding certificate) of agreement between the holding company and the<br/>subsidiary.</li> </ol>                                                                                                                                                                                 |
|                  | <ol> <li>None of the documents with correction fluid on them. Any wrong entry, in case of<br/>correction, it must be cancelled by a single stroke and initialled by the Authorised<br/>signatory.</li> </ol>                                                                                                                                                                            |
|                  | The tender documents issued by MISA are not tampered and remain intact                                                                                                                                                                                                                                                                                                                  |
|                  | 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink                                                                                                                                                                                                                                     |
|                  | Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):                                                                                                                                                                                                                                                                                                  |
|                  | The bidder must be registered on the Central Supplier Database (CSD) prior                                                                                                                                                                                                                                                                                                              |
|                  | the award                                                                                                                                                                                                                                                                                                                                                                               |
|                  | 2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will                                                                                                                                                                                                                                                                                                   |
|                  | be verified through CSD.                                                                                                                                                                                                                                                                                                                                                                |
|                  | 3. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will                                                                                                                                                                                                                                                                                                              |
|                  | automatically results in the non-awarding of points for B-BBEE.                                                                                                                                                                                                                                                                                                                         |
|                  | 4. Should the tenderer intends to sub-contract more than 25%, it is compulsory to                                                                                                                                                                                                                                                                                                       |
|                  | submit valid B-BBEE certificates or a valid original or certified copy Sworn                                                                                                                                                                                                                                                                                                            |
|                  | Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all                                                                                                                                                                                                                                                                                                                   |
|                  | proposed sub-contractors. Failure will automatically result in no points awarded                                                                                                                                                                                                                                                                                                        |
|                  | for B-BBEE, irrespective if the main tenderer submitted an original or certified                                                                                                                                                                                                                                                                                                        |
|                  | copy of his/her own B-BBEE certificate.                                                                                                                                                                                                                                                                                                                                                 |
|                  | 5. B-BBEE Certificate verified by SANAS must submitted or Valid or certified copy                                                                                                                                                                                                                                                                                                       |
|                  | of Sworn Affidavit. Failure to comply, will automatically results in the non-                                                                                                                                                                                                                                                                                                           |
|                  | awarding of points for B-BBEE.                                                                                                                                                                                                                                                                                                                                                          |
|                  | 2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON                                                                                                                                                                                                                                                                                                                         |
|                  | FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:                                                                                                                                                                                                                                                                                                                                              |
|                  | <ol> <li>The tender will be expected to submit substantial information (valid copies and<br/>detailed information as ordered) in order to claim points for each of the criteria or<br/>sub criteria set.</li> </ol>                                                                                                                                                                     |
|                  | The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.                                                                                                                                                                                                                                                       |

| Clause<br>number |                                                                                         | Tende                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | r Data                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                           |
|------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
|                  | 4. A 4. A 5. N ir r tt 6. N te  3. PHA: REGULA                                          | The form or the evaluation criteria and criteria listed in 5.11.9.  A Tender scoring an average score considered as DISQUALIFIED from curther evaluation.  Non-submission or poorly completed so a tenderer losing points on Function elevant experience will also lead to a responsibility of the tenderer to ensurate conditions require them to be so. No second chance will be given to a render closure on this stage of evaluations.  SE THREE: EVALUATION POINTIONS OF 2017  The 80/20 preference point system so id as per the requirements of the stage of the | e below 70_r<br>evaluation and<br>schedule or in<br>schedule or in<br>onality. CVs we<br>bidder losing<br>that all copical<br>attenderer to<br>tion i.e. function<br>i.e. function | points in Functionality and will be discarded for the purposes of the discarded for the purpose for the discarded | will be rom any vill result lly detail red when ion after |
|                  |                                                                                         | Framework Act, 2000 (Act No. 5 of 20 of 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 900) and B-BB                                                                                                                                                                      | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | าร<br>                                                    |
|                  |                                                                                         | POINTS ON PRICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                    | Points 80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                           |
|                  |                                                                                         | B-BBEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                    | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |
|                  |                                                                                         | TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                    | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                           |
|                  | (a) The fo                                                                              | O preference point system for acque of R50 million: ollowing formula must be used to calcour price quotation) with a Rand value R 50 000 000 (all applicable taxes incompared to the compared  | culate the poin<br>equal to, or a                                                                                                                                                  | nts for price in respect o                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | of tenders                                                |
|                  | The financial offer will be scored using the following formula: $A = (1 - (P - Pm))$ Pm |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                           |
|                  | 1) 90 who<br>value i<br>2) 80 who                                                       | e of value of W <sub>1</sub> is:<br>ere the financial value inclusive of V <sub>2</sub><br>n excess of R50 000 000 or<br>ere the financial value inclusive of V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | /AT of one or                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                           |
|                  |                                                                                         | value that equals or is less than R 5 below must be used to calculate the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                    | 20 for B-BBEE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |
|                  | B-BE                                                                                    | BEE Status Level of Contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                    | Number of Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           |

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| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                    |                                                      |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------|
|                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 18                                                   |
|                  | 3                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 14                                                   |
|                  | 4                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 12                                                   |
|                  | 5                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 8                                                    |
|                  | 6                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 6                                                    |
|                  | 7                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 4                                                    |
|                  | 8                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | 2                                                    |
|                  | Non-Compliant Contributor                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    | 0                                                    |
|                  | Valid (current) B-BBEE status level verification their B-BBEE rating a Verification Agend Accreditation System (SANAS) have to be se                                                                                                                                                                                                                                                                                              | cy accredited by                                                   | South African National                               |
| 5.11.9           | A Tender scoring below 70 points in DISQUALIFIED for further evaluation and sh                                                                                                                                                                                                                                                                                                                                                    | •                                                                  |                                                      |
|                  | Quality criteria                                                                                                                                                                                                                                                                                                                                                                                                                  | Evaluation schedule                                                | Maximum number of points                             |
|                  | Experience of the tenderer                                                                                                                                                                                                                                                                                                                                                                                                        | Schedule 1                                                         | 35                                                   |
|                  | Experience of Key Personnel                                                                                                                                                                                                                                                                                                                                                                                                       | Schedule 2                                                         | 45                                                   |
|                  | Approach Paper                                                                                                                                                                                                                                                                                                                                                                                                                    | Schedule 3                                                         | 20                                                   |
|                  | Maximum possible score for functionality(                                                                                                                                                                                                                                                                                                                                                                                         | (M <sub>s</sub> )                                                  | 100                                                  |
| 5.11.9           | 1. Experience of the Tenderer 2. Experience of Key Personnel 3. Approach Paper Schedule  Please breakdown as reflected in the RETURNABLE SCHEDULES;  Evaluation Schedule1: Experience of technologies for solid waste management solutechnologies | Evaluation Sch<br>the tenderer in<br>solution 35 po                | providing innovative ints s) in providing innovative |
|                  | the last 10 years from the date of tender advert.  The information shall be for completed projectender advert.  Tenderers should very briefly describe their enature of the works and complexity. The describent the following headings and appended to the Note: Signed reference letters on the client's project for ease of reference. Contactable reference.                                                                  | cts within last 10 experience in this ription should be phis page. | regard, emphasizing the resented in tabular form     |

| Clause<br>number | Tender Data                                                                         |                                                                          |                   |                  |             |              |                   |
|------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------|------------------|-------------|--------------|-------------------|
|                  | Employer, contact                                                                   | Project Name and brief                                                   | Contract<br>value | Planned<br>dates |             | Actual dates |                   |
|                  | person and contact details (telephone, email address, etc.)                         | description of innovative solid waste management solution                |                   | Start            | End         | Start        | End               |
|                  |                                                                                     |                                                                          |                   |                  |             |              |                   |
|                  | The scoring of tend                                                                 | derer's experience v                                                     | vill be as belov  | v:               |             |              |                   |
|                  |                                                                                     | oned and completed<br>tive technology: <u>20</u>                         |                   | managem          | ent solut   | ion projed   | cts usin          |
|                  | 1 x project                                                                         | will be scored 10 p                                                      | oints upon the    | submissi         | on of 1 x   | refence l    | etter.            |
|                  |                                                                                     | certification and or technology 15 poin                                  |                   | e solid wa       | aste mar    | nagement     | solutio           |
|                  | b) Waste                                                                            | 6 / Agrément South Agrément Teche Management Teche e right to verify all | nnology patent    | certificate      | -           | = 5          | 0 point<br>points |
|                  | Evaluation Schedu                                                                   | ıle 2: Key Personn                                                       | el (Project Te    | am) Expe         | erience     | 45 <u>pc</u> | oints             |
|                  | The experience of all qualifications, profess schedule) on projects tenderer.       | sional registration whe                                                  | re possible and   | d experienc      | ce (as ex   | plained he   | erein in 1        |
|                  | Duly signed CVs inclu<br>this schedule, preferal<br>2,54 cm and line spac<br>below: | bly, using font Arial re                                                 | gular 10 points   | having ma        | rgins at ea | ach side n   | o less th         |
|                  | The CV including qua                                                                |                                                                          | of registration   | will be us       | ed for th   | e evaluati   | on of e           |
|                  | Enclosure:                                                                          |                                                                          |                   |                  |             |              |                   |
|                  | Certificates                                                                        | s of academic qualifi                                                    | cations           |                  |             |              |                   |

2. Proof of Professional Registration where applicable

| Clause<br>number | Tender Data                                                                                                                                                                                                                      |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | 3. CV's                                                                                                                                                                                                                          |
|                  | The CV of individuals will be used for evaluation of the each of the personnel for this section.                                                                                                                                 |
|                  | The scoring of the key persons will be as below:                                                                                                                                                                                 |
|                  | <ul> <li>Project Manager = 20 points</li> <li>Civil Engineer = 15 points</li> <li>Environmental Officer – 15 points</li> </ul>                                                                                                   |
|                  | 1. Project Manager (20 points)                                                                                                                                                                                                   |
|                  | Competencies;  • Minimum Bachelors' Degree or B-Tech in Environmental Management / Development Studies  • Minimum 10 yrs experience in solid waste management                                                                    |
|                  | 1.1 Qualifications: (10 points)                                                                                                                                                                                                  |
|                  | a) Bachelor's degree / B-Tech in Environmental / Developmental Studies = 6 points b) Honour's degree in Environmental / Developmental Studies = 8 points c) master's degree in environmental / Developmental Studies = 10 points |
|                  | 1.2 Number of years of relevant Experience (10 points) a) < 5 years = 0 points b) ≥ 5 years but < 7 years = 6 points c) ≥ 7 years but < 9 years = 8 points d) ≥ 10 years = 10 Points                                             |
|                  | 2. Technical Officer- 15 points                                                                                                                                                                                                  |
|                  | Competency:                                                                                                                                                                                                                      |
|                  | <ul> <li>Minimum Bachelor's Degree / B-Tech Degree in Built Environment</li> <li>Minimum 2 years' Experience in Solid waste management</li> </ul>                                                                                |
|                  | 2.1. Qualification (10 points)                                                                                                                                                                                                   |
|                  | <ul> <li>a) Bachelor's degree / B-Tech in Built Environment = 6 points</li> <li>b) Honour's degree in Built Environment = 8 points</li> <li>c) Master's degree in Built Environment = 10 points</li> </ul>                       |
|                  | 2.2. Experience ( 5 points)                                                                                                                                                                                                      |
|                  | Years of relevant work experience (5 points)                                                                                                                                                                                     |
|                  | a) below 2 years = 0 points b) 3 to below 5 years = 3 points c) 5 years and above = 5 points                                                                                                                                     |

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| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| number           | 3. Environmental Officer – (15 points)  Competency:  Professional registration with SACNASP as Pr Sci. Nat Minimum bachelor's degree / B-Tech in Environmental Studies Minimum 2 yrs Experience in Environmental Management  3.1. Qualification 10 points  a) Bachelor's degree / B-Tech in Environmental Studies = 6 points Honour's degree in Environmental Studies = 8 points Master's degree in environmental Studies = 10 points                                                                                                                                                                                                                                                            |  |  |
|                  | Years of work experience as an Environmental Officer 5 points  a) 2 to below 4 years = 2 points b) 4 to below 6 years = 3 points c) 6 years and above = 5 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|                  | NB: The approach paper and methodology must be attached to this schedule failing which the bidder will score zero points for this section.  The approach paper must respond to the scope of work (ref: C3: Scope of work). As the contents of a proposal give a clear first-hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal) using proper separators for each of the chapters and annexures (if there is any). No more than 10 pages using font Arial regular 11 points having margins at each side no less than 2,54 cm and spacing no less than 1,15. |  |  |
|                  | The approach paper must contain at least the following:  Table of Contents:  Listing of contents of the approach paper with page numbers and/references to annexures (if any);  Approach:  Approach:  A brief summary of the whole contents of the approach paper;  Detailed approach the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities as have been foreseen in in 'Part C3.1 Scope of work', detailing at least the following:                                                                                                                                                                                 |  |  |
|                  | <ol> <li>Methodology to be adopted;</li> <li>Project implementation schedule (Activity, task and sub-task wise);</li> <li>Manning schedule with organogram for the proposed project team and their responsibilities and duration for relevant activities;</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
|                  | Project implementation Risks and Risk Management proposal;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |

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| Clause<br>number |                                                                                                         | Tender Data                                                                                                                                                                                                                                                                                                                                                                         |                                  |  |  |  |
|------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|--|--|
|                  | 5. Quality control mechanism be adopted;                                                                |                                                                                                                                                                                                                                                                                                                                                                                     |                                  |  |  |  |
|                  | 6. S<br>m                                                                                               | t and reporting                                                                                                                                                                                                                                                                                                                                                                     |                                  |  |  |  |
|                  | The scoring of the approach paper will be as detailed hereunder:                                        |                                                                                                                                                                                                                                                                                                                                                                                     |                                  |  |  |  |
|                  | Evaluating Point                                                                                        | Assessment Criteria                                                                                                                                                                                                                                                                                                                                                                 | Maximum<br>allocated<br>point(s) |  |  |  |
|                  | Approach Paper                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                     | 20 points                        |  |  |  |
|                  | Understating of Project Scope and after sales support                                                   | Demonstration of clear understanding of project objectives and scope (1), deliverables, and project outcomes (in relation to innovative solutions and creation of work-opportunities of 1200 persons as well as 9 beneficiaries for SMME development) within the timeframes for the proposed innovative solid waste management solution (2).                                        | 3 points                         |  |  |  |
|                  | Detailed description of proposed innovative solid waste management solution                             | Measures to reduce, reuse and recycle waste at a local level boasting a circular economy (1) Landfill management (1) Waste Information systems (1) Solid Waste Management (1) Enterprise development in communities eg. Co-operatives and SMMEs development to yield 9 SMME beneficiaries (1) Creation of 1200 work-opportunities across the solid waste management value chain (1) | 6 points                         |  |  |  |
|                  | Comparison between innovative solution and conventional methods in overall solid waste management cycle | <ul> <li>Ease of implementation (1)</li> <li>Cost effectiveness (1)</li> <li>Environmental impact (1)</li> <li>Sustainability and durability (1)</li> <li>Ease of operation and maintenance (1)</li> </ul>                                                                                                                                                                          | 5 points                         |  |  |  |
|                  | Funding strategies for the innovative solid waste management solution                                   | Provide funding strategies taking into consideration sustainability of the project outcomes within its local environment (1).                                                                                                                                                                                                                                                       | 1 points                         |  |  |  |
|                  | Risk Management across the life cycle of the proposed solid waste management solution                   | Risk identification within the local context across the solid waste management value-chain (1) and appropriateness of proposed mitigation measures (1).                                                                                                                                                                                                                             | 2 points                         |  |  |  |
|                  | Quality control mechanism                                                                               | Appropriateness and adequacy of tools and processes to ensure quality control and assurance in all phases of the project                                                                                                                                                                                                                                                            | 1 points                         |  |  |  |
|                  | Stakeholder identification and management and reporting                                                 | Stakeholder identification (1) Engagement Process (1)                                                                                                                                                                                                                                                                                                                               | 2 points                         |  |  |  |
| 5.13             | Tender offers will only be acce                                                                         | epted if:                                                                                                                                                                                                                                                                                                                                                                           |                                  |  |  |  |

| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <ol> <li>the tenderer or any of its directors/ shareholders is not listed on the Register of Tender<br/>Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004<br/>as a person prohibited from doing business with the public sector;</li> </ol>                                                                                                                                                                                                                                  |
|                  | 2. the tenderer has not:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                  | a. abused the Employer's Supply Chain Management System; or                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                  | <ul> <li>failed to perform on any previous contract and has been given a written<br/>notice to this effect;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                           |
|                  | <ol> <li>the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or<br/>poorly completed forms will lead to a bidder being declared non responsive.</li> </ol>                                                                                                                                                                                                                                                                                                                              |
|                  | 4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are<br>no conflicts of interest which may impact on the tenderer's ability to perform the<br>contract in the best interests of the employer or potentially compromise the tender<br>process and persons in the employ of the state are permitted to submit tenders or<br>participate in the contract;                                                                                                                            |
|                  | 5. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. |
|                  | 6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.                                                                                                                                                                                                  |
| 5.14             | The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.17             | The additional conditions of tender are:                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                  | Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.                                                                                                                                                                                                                                                                                                                       |
| 5.17             | Cancellation and re-invitation of tenders                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                  | MISA may, prior to the award of the tender, cancel the 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; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  | (d) Tender validity period has expired; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                  | (e) Gross irregularities in the tender processes and/or tender documents; or                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                  | (f) No market related offer received (after attempts of negotiation processes)                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                 |  |  |  |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|                  | Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.                                                                                                                                                    |  |  |  |
|                  | TENDER AWARD                                                                                                                                                                                                                                                                                                                                |  |  |  |
|                  | A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).                                                                                                                                                           |  |  |  |
|                  | B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.                                                                                                                                                           |  |  |  |
|                  | C. Point scored must be rounded off to the nearest 2 decimal places. (If the value of the 3 <sup>rd</sup> decimal place is 1 up-to 4, the points up to 2 <sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2 <sup>nd</sup> decimal place and the resulting point will be considered.) |  |  |  |
|                  | D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.                                                                                                                                                                      |  |  |  |
|                  | E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.                                                                                                                                       |  |  |  |
|                  | F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.                                                                                                                                                                                                                   |  |  |  |
|                  | ADDITIONAL CONDITIONS OF TENDER                                                                                                                                                                                                                                                                                                             |  |  |  |
|                  | The additional conditions of Tender are:                                                                                                                                                                                                                                                                                                    |  |  |  |
|                  | A. Joint Venture                                                                                                                                                                                                                                                                                                                            |  |  |  |
|                  | Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.                                                                                                                                                                                                                                            |  |  |  |
|                  | B. Costs incurred by Bidder                                                                                                                                                                                                                                                                                                                 |  |  |  |
|                  | The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.                                                                                                                     |  |  |  |
|                  | C. Acceptance of Bid                                                                                                                                                                                                                                                                                                                        |  |  |  |
|                  | The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.                                                                                                                                                                                                  |  |  |  |
|                  | D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award                                                                                                                                                                                                                                                   |  |  |  |
|                  | Should a Tenderer                                                                                                                                                                                                                                                                                                                           |  |  |  |

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## Clause **Tender Data** number a) Withdraw his Tender during the period of its validity; or b) Give notice of his inability to execute the Contract or fail to execute the Contract; or c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer; then the Tenderer shall be liable for and pay to the Employer -All expenses incurred in calling for fresh Tender, if it should be deemed necessary i. by the Employer to do so; The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received; Any escalation of the Final Contract Price resulting from any delay caused in iii. calling for fresh tender or accepting another tender from those already received, as the case may be. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption. E. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party;

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| Clause<br>number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | f) has disclosed to any other person, firm or company other than the Employer, the<br>exact or approximate amount of his proposed Tender except where the disclosure,<br>in confidence, was necessary in order to obtain insurance premium and surety<br>quotations required for the preparation of the Bid.                                                                                                                                                                                                                                                                                                            |
|                  | The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                  | F. South African Jurisdiction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                  | The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.                                                                                                                                                                                                                                                                                                                         |
|                  | Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  | G. Amendments to Tender by Employer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                  | a) Arithmetical Errors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  | The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                  | <ul> <li>i. Where there is a discrepancy between the amounts in figures and in words, the<br/>amount in words shall govern.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                  | ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) 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.                                                                                                                                                                  |
|                  | iii. 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 bidder'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.                                                                                                                                                                                                                                                 |
|                  | b) Imbalance in Tender Rates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                  | In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him 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 prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him. |
|                  | 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 total tendered sum.                                                                                                                                                                                                                                                                                                                                                                                      |

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Tender No: MISA/FS/ITWMS/007/2022/2023



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

| PROJECT: |  |  |  |
|----------|--|--|--|
|----------|--|--|--|

#### RETURNABLE DOCUMENTS

## **T2.1** LIST OF RETURNABLE DOCUMENTS

#### A. Documentation to demonstrate eligibility to have tenders evaluated

The required documentation as listed in <u>Clause 4.1 of T1.2 Tender Data</u>, must be submitted along with the tender for determining the eligibility of the tender.

## <u>Failure to provide these documents (A) shall result in the tenderer's tender not being evaluated.</u>

#### B. Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

- 1. SBD 1 Invitation to Bid
- 2. SBD 4 Declaration on Interest
- 3. SBD 6.1 Preference Points claim form
- 4. Samples of Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
- 5. CSD report Annexure
- 6. Tender's certificates Annexure
- 7. Resolution for Signatory
- 8. Certificate of Joint Ventures

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- 9. Schedule 1: Experience of the tenderer
- 10. Schedule 2: Experience of key person
- 11. Schedule 3: Approach Paper
- C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.
  - 1. Record of Addenda to Tender Documents
  - 2. Proposed Amendments and Qualifications
- D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award
  - 1. The offer portion of C1.1 Form of offer and acceptance
  - 2. Part 2 of C1.2 Contract data relevant to tenderer
  - 3. C2.2 Price List

Page 20 of 103 Tender No: MISA/FS/ITWMS/007/2022/2023

## **T2.2** RETURNABLE SCHEDULES

## 1. PART A – INVITATION OF BID

Tender No: .....

## SBD<sub>1</sub>

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)                                                                                                                                                                                      |          |                      |             |         |               |                |              |            |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|-------------|---------|---------------|----------------|--------------|------------|-------------------|
| BID NUMBER:                                                                                                                                                                                                                                                                    |          |                      |             |         | CLOSING DA    | TE:            |              |            | OSING<br>ME:      |
| DESCRIPTION:                                                                                                                                                                                                                                                                   |          |                      |             |         |               |                |              |            | •                 |
| BID RESPONSE DOCUME                                                                                                                                                                                                                                                            | NTS MAY  | BE DEPOSITE          | D IN THE BI | D BOX S | SITUATED AT ( | STREET         | ( ADDRESS)   |            |                   |
|                                                                                                                                                                                                                                                                                |          |                      |             |         |               |                |              |            |                   |
| BIDDING PROCEDURE EN                                                                                                                                                                                                                                                           | NQUIRIES | MAY BE DIRE          | CTED TO     |         | TECHNICAL I   | ENQUIR         | IES MAY BE D | IRECTED    | TO:               |
| CONTACT PERSON                                                                                                                                                                                                                                                                 |          |                      |             |         | CONTACT PE    | RSON           |              |            |                   |
| TELEPHONE NUMBER                                                                                                                                                                                                                                                               |          |                      |             |         | TELEPHONE     | NUMBE          | R            |            |                   |
| FACSIMILE NUMBER                                                                                                                                                                                                                                                               |          |                      |             |         | FACSIMILE N   | UMBER          |              |            |                   |
| E-MAIL ADDRESS                                                                                                                                                                                                                                                                 |          |                      |             |         | E-MAIL ADDR   | ESS            |              |            |                   |
| SUPPLIER INFORMATION                                                                                                                                                                                                                                                           |          | l                    |             |         |               |                |              |            |                   |
| NAME OF BIDDER                                                                                                                                                                                                                                                                 |          |                      |             |         |               |                |              |            |                   |
| POSTAL ADDRESS                                                                                                                                                                                                                                                                 |          |                      |             |         |               |                |              |            |                   |
| STREET ADDRESS                                                                                                                                                                                                                                                                 |          |                      |             |         | T             |                | T            |            |                   |
| TELEPHONE NUMBER                                                                                                                                                                                                                                                               |          | CODE                 |             |         |               |                | NUMBER       |            |                   |
| CELLPHONE NUMBER                                                                                                                                                                                                                                                               |          |                      |             |         | Т             |                | T            |            | Γ                 |
| FACSIMILE NUMBER                                                                                                                                                                                                                                                               |          | CODE                 |             |         |               |                | NUMBER       |            |                   |
| E-MAIL ADDRESS                                                                                                                                                                                                                                                                 |          |                      |             |         |               |                |              |            |                   |
| VAT REGISTRATION NUM                                                                                                                                                                                                                                                           |          |                      |             |         |               |                |              |            |                   |
| SUPPLIER<br>COMPLIANCE STATUS                                                                                                                                                                                                                                                  | SYSTEN   | COMPLIANCE<br>M PIN: |             |         | OR            | CENTF<br>SUPPL |              | MAAA       |                   |
| B-BBEE STATUS                                                                                                                                                                                                                                                                  | LEVEL    | TICK APPLIC          | ABLE BOX]   |         | E STATUS L    |                |              |            | CABLE BOX]        |
| VERIFICATION CERTIFICA                                                                                                                                                                                                                                                         | AIE.     | ☐ Yes                | ☐ No        | SWOR    | RN AFFIDAVIT  |                |              | Yes        | ☐ No              |
| [A B-BBEE STATUS LE<br>ORDER TO QUALIFY FO                                                                                                                                                                                                                                     |          |                      |             |         |               | IT (FOR        | REMES & QS   | Es) MUS    | T BE SUBMITTED IN |
|                                                                                                                                                                                                                                                                                |          |                      |             |         |               |                |              |            |                   |
| 1 ARE YOU THE ACCR<br>REPRESENTATIVE                                                                                                                                                                                                                                           |          | ☐Yes                 |             |         | 2 ADE V       | ΟU Λ           | FOREIGN      | BASED      | ☐Yes ☐No          |
| SOUTH AFRICA F                                                                                                                                                                                                                                                                 |          | Tes                  |             |         |               |                |              | GOODS      | [IF YES, COMPLETE |
| GOODS /SE                                                                                                                                                                                                                                                                      | RVICES   | □No                  |             |         |               |                | ORKS OFFERE  |            | QUESTIONNAIRE     |
| /WORKS OFFEREI                                                                                                                                                                                                                                                                 |          | [IF YES ENCL         |             | -]      |               |                |              |            | BELOW]            |
| QUESTIONNAIRE TO BIDI                                                                                                                                                                                                                                                          | DING FOR | REIGN SUPPLIE        | ERS         |         |               |                |              |            |                   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC                                                                                                                                                                                                                                       |          | E REPUBLIC O         | F SOUTH AF  | RICA (R | RSA)?         |                |              |            | ☐ YES ☐ NO        |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                                                                      |          | ?                    |             |         |               |                |              | ☐ YES ☐ NO |                   |
| DOES THE ENTITY HAVE                                                                                                                                                                                                                                                           | A PERMA  | NENT ESTABL          | ISHMENT IN  | THE RS  | SA?           |                |              |            | ☐ YES ☐ NO        |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                                                                          |          |                      |             |         |               |                | ☐ YES ☐ NO   |            |                   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |          |                      |             |         |               |                |              |            |                   |
|                                                                                                                                                                                                                                                                                |          |                      |             |         |               |                |              |            |                   |
|                                                                                                                                                                                                                                                                                |          |                      |             |         |               |                |              | Page 2     | 21 of 103         |

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#### **PART B - TERMS AND CONDITIONS**

#### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

|          |           |    | <sup>2</sup> age <b>22</b> of <b>10</b> 3 |
|----------|-----------|----|-------------------------------------------|
| ender No | Initials: | IN |                                           |

## 2. SBD 4 - BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

| 2.2 Do | you, or any person connemployed by the procurin |                               | e a relationship with any pers                                               | on who is |
|--------|-------------------------------------------------|-------------------------------|------------------------------------------------------------------------------|-----------|
| 2.2.1  | If so, furnish particulars:                     |                               |                                                                              |           |
|        |                                                 |                               |                                                                              |           |
|        | •••••                                           |                               |                                                                              |           |
| 2.3 Do |                                                 | est in the enterprise have an | lders / members / partners or a<br>y interest in any other related<br>YES/NO |           |
|        |                                                 |                               | ty of the equity of an enterprise, a ct the course and decisions of the      |           |

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| 2.3.1   | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 DE    | CLARATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|         | I, the undersigned, (name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|         | ave read and I understand the contents of this disclosure;<br>nderstand that the accompanying bid will be disqualified if this disclosure is found not to be true<br>and complete in every respect;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.3 Th  | e 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 consortium <sup>2</sup> will not be construed as collusive bidding.                                                                                                                                                                                                                                                                                                                                                                                                        |
|         | addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.                                                                                                                                                                                                                     |
| 3.4 Th  | e terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.5 Th  | ere have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.                                                                                                                                                                                                                                                                |
| 3.6 l a | m 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. |
|         | I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|         | I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|         | PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|         | COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|         | DECLARATION PROVE TO BE FALSE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|         | Signature Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|         | Position Name of bidder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

 $<sup>^2</sup>$  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.

# 3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

|                                                   | POINTS |
|---------------------------------------------------|--------|
| PRICE                                             | 80     |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                | 20     |
| Total points for Price and B-BBEE must not exceed | 100    |

- 1.4 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.
- 1.5 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**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "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 goods or services, through price quotations, advertised competitive bidding processes or proposals:
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic

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Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
  - "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 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:

0/20 or 90/10

$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right) \qquad \qquad Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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<br>Contributor | Number of points<br>(90/10 system) | Number of points<br>(80/20 system) |
|---------------------------------------|------------------------------------|------------------------------------|
| 1                                     | 10                                 | 20                                 |
| 2                                     | 8                                  | 18                                 |
| 3                                     | 6                                  | 14                                 |
| 4                                     | 5                                  | 12                                 |
| 5                                     | 4                                  | 8                                  |
| 6                                     | 3                                  | 6                                  |

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|------|----|----|----|----|
|------|----|----|----|----|

| 7                         | 2 | 4 |
|---------------------------|---|---|
| 8                         | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

| _  |   | - |                    | $\sim$      |               |     |      |
|----|---|---|--------------------|-------------|---------------|-----|------|
| 5. | - |   | 1 N=               | <i>1</i> -1 | $\Lambda \nu$ | ^ 1 | ION  |
| J. | _ |   | $\boldsymbol{\nu}$ | $\sim$ L    | .nı           | -   | IVIN |

| 5.1 | Bidders who claim | points in respec | t of B-BBEE Status | Level of Contribution | must compl | lete the following |
|-----|-------------------|------------------|--------------------|-----------------------|------------|--------------------|
|     |                   |                  |                    |                       |            |                    |

# 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1 6.1 B-BBEE Status Level of Contributor: = .......(maximum of 10 or 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

|      | ` -  | rck applicable box) YES NO                            |    |
|------|------|-------------------------------------------------------|----|
| .1.1 | If y | es, indicate:                                         |    |
|      | i)   | What percentage of the contract will be subcontracted | .% |
|      | ii)  | The name of the sub-contractor                        |    |
|      | iii) | The B-BBEE status level of the sub-contractor         |    |
|      | iv)  | Whether the sub-contractor is an EME or QSE           |    |
|      |      | (Tick applicable box) YES NO                          |    |

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    |           | QSE       |
|-------------------------------------------------------------------|-----------|-----------|
|                                                                   | $\sqrt{}$ | $\sqrt{}$ |
| Black people                                                      |           |           |
| Black people who are youth                                        |           |           |
| Black people who are women                                        |           |           |
| Black people with disabilities                                    |           |           |
| Black people living in rural or underdeveloped areas or townships |           |           |
| Cooperative owned by black people                                 |           |           |
| Black people who are military veterans                            |           |           |
| OR                                                                | I         |           |
| Any EME                                                           |           |           |
| Any QSE                                                           |           |           |

| Ω  | <b>DECLARATION</b> | WITH REG | ARD TO C | OMPANY/FIRM       |
|----|--------------------|----------|----------|-------------------|
| ο. | DECLARATION        | WIIDKEU  | ARDIOL   | OIVIPAIN 1/FIRIVI |

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| 8.1 | Name of c      | ompany/i               | firm:                                                                                                                                                                                                                                                                            |
|-----|----------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.2 | VAT regist     | tration nu             | mber:                                                                                                                                                                                                                                                                            |
| 8.3 | Company        | registratio            | on number:                                                                                                                                                                                                                                                                       |
| 8.4 | TYPE OF        | COMPA                  | NY/ FIRM                                                                                                                                                                                                                                                                         |
|     | <br> -<br> Tic | One p<br>Close<br>Comp | Limited                                                                                                                                                                                                                                                                          |
| 8.5 | DESCRIB        | E PRINC                | IPAL BUSINESS ACTIVITIES                                                                                                                                                                                                                                                         |
|     |                |                        |                                                                                                                                                                                                                                                                                  |
| 0.6 | COMPANI        | V CI ASS               | SIFICATION                                                                                                                                                                                                                                                                       |
|     |                | Manu<br>Suppl<br>Profe | facturer<br>lier<br>ssional service provider<br>service providers, e.g. transporter, etc.                                                                                                                                                                                        |
| 8.7 | Total num      | ber of yea             | ars the company/firm has been in business:                                                                                                                                                                                                                                       |
| 8.8 | poii<br>the    | nts claime             | ried, who is / are duly authorised to do so on behalf of the company/firm, certify that the ed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of ag certificate, qualifies the company/ firm for the preference(s) shown and I / we e that: |
|     | i)             | The info               | ermation furnished is true and correct;                                                                                                                                                                                                                                          |
|     | ii)            |                        | ference points claimed are in accordance with the General Conditions as indicated in ph 1 of this form;                                                                                                                                                                          |
|     | iii)           | and 6.1                | vent of a contract being awarded as a result of points claimed as shown in paragraphs 1.4, the contractor may be required to furnish documentary proof to the satisfaction of the ser that the claims are correct;                                                               |
|     | iv)            | any of t               | BBEE status level of contributor has been claimed or obtained on a fraudulent basis or the conditions of contract have not been fulfilled, the purchaser may, in addition to any medy 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 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 by the National Treasury 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

| WITNESSES |         |                          |
|-----------|---------|--------------------------|
| 1         |         | GNATURE(S) OF BIDDERS(S) |
| 2         | DATE:   |                          |
|           | ADDRESS |                          |
|           |         |                          |
|           |         |                          |

4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS-A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

**NB:CHOOSE ONE i.e EME or QSE!!!!)** 

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## B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

| Full name & Surname                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                    |                                                                 |             |                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|-----------------------------------------------------------------|-------------|-------------------------------------------------|
| Identity number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                    |                                                                 |             |                                                 |
| Hereby declare under oath                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | as follows:                      |                    |                                                                 |             |                                                 |
| <ol> <li>The contents of the contents of t</li></ol> |                                  |                    |                                                                 |             |                                                 |
| Enterprise Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                    |                                                                 |             |                                                 |
| Trading Name (If Applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                    |                                                                 |             |                                                 |
| Registration Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                    |                                                                 |             |                                                 |
| Enterprise Physical<br>Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                    |                                                                 |             |                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                    |                                                                 |             |                                                 |
| Type of Entity (CC, (Pty Ltd, Sole Prop etc.):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2)                               |                    |                                                                 |             |                                                 |
| Nature of Constructi<br>Business:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | on BEPs<br>(Built<br>Professiona | Environment<br>al) | Contractor                                                      |             | Supplier                                        |
| Definition of "Black<br>People"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Amended                          |                    | 2013 "Black Peop                                                | -           | ent Act 53 of 2003 as<br>neric term which means |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | Who are citizens   | of the Republic of                                              | South Afric | ca by birth or descent;                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ` '                              | naturalization-    | tizens of the Rep                                               | ublic of So | outh Africa by                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | ii. On or af       | 27 April 1994; or<br>ter 27 April 1994 a<br>citizenship by natu |             | ould have been entitled to                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                    |                                                                 |             |                                                 |
| 3. I hereby declare under se                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ction 9 (1) of E                 | B-BBEE Act No 5    |                                                                 |             |                                                 |
| • The Enterorise is                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                    | d                                                               |             |                                                 |
| <ul><li>The Enterprise is</li><li>The Enterprise is</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | %                                | Black woman O      | wnea                                                            |             |                                                 |

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Tender No: .....JN...

| o Black Disabled %                                        | %           |               |                     |               |                 |                                     |
|-----------------------------------------------------------|-------------|---------------|---------------------|---------------|-----------------|-------------------------------------|
| o Black Unemployed %                                      |             |               |                     |               |                 |                                     |
| o Black People living in Rural are                        |             |               | _%                  |               |                 |                                     |
| o Black Military Veterans %                               |             |               |                     |               |                 |                                     |
| Based on the Financial Statements/I                       | -           |               |                     |               |                 |                                     |
| inancial year-end of                                      |             |               |                     |               | enue was equ    | al to/or less                       |
| than the applicable amount confirmed                      | by ticking  | the applic    | able box b          | elow.         |                 |                                     |
| Contractor / Consultancy                                  | R10 millio  |               |                     |               |                 |                                     |
| Contractor / Consultancy Supplier                         | R10 millio  |               |                     |               |                 |                                     |
| - ' '                                                     |             |               | - h                 | this official | it is us lausus |                                     |
| If the turnover exceeds the applicable                    |             |               |                     |               | -               |                                     |
| and an EME certificate must be obtai                      |             |               |                     |               |                 | эррисавіе а                         |
| B-BBEE Verification Professional Reg                      |             | -             |                     |               | <del>-</del>    |                                     |
| ☐ Please confirm on the table below                       | the B-BBE   | E level cor   | ntributor, <b>b</b> | y ticking ti  | ne applicabl    | е                                   |
| box.                                                      |             |               |                     |               |                 |                                     |
| 100% Black Owned                                          | l e         | vel One       | (135%               | B-BBEE        | procuremen      |                                     |
| 10070 Black Gwiled                                        |             | ognition le   | •                   | D DDLL        | procuremen      |                                     |
| 11 1 510/ BL 1 0 11 11                                    |             |               |                     | D DDEE        |                 | <u> </u>                            |
| At least 51% Black Owned but les                          |             |               | ( / -               | B-BBEE        | procuremen      | it                                  |
| 100% black owned                                          | red         | ognition lev  | vei)                |               |                 |                                     |
| Less than 51% black owned                                 | 1.0         | vel Four      | (100%               | D DDEE        | procuremen      | \tag{\tag{\tag{\tag{\tag{\tag{\tag{ |
| Less than 51 % black owned                                |             | ognition le   | •                   | D-DDEE        | procuremen      | 10                                  |
|                                                           | 100         | ogrillion le  | vei)                |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |
| 4. I know and understand th                               | e contents  | of this affic | davit and I         | have no ob    | jection to      |                                     |
| take the prescribed oath a                                |             |               |                     |               | ce and on       |                                     |
| the owners of the enterpri 5. The sworn affidavit will be |             |               |                     |               |                 |                                     |
| signed by commissioner.                                   | valiu iui a | Jenou or 12   | 2 1110111115 111    | om me date    | •               |                                     |
| e.gea 2, coec.ee.                                         |             |               |                     |               |                 |                                     |
|                                                           | _           |               |                     |               |                 |                                     |
|                                                           |             | eponent       |                     | Signatu       | re:             |                                     |
| Date:                                                     |             |               |                     |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |
| Commissioner of Oaths                                     |             |               |                     |               |                 |                                     |
| Signature & stamp                                         |             |               |                     |               |                 |                                     |
| <u>oignataro a otamp</u>                                  |             |               |                     |               |                 |                                     |
| Date:                                                     |             |               |                     |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |
|                                                           |             |               |                     |               |                 |                                     |

## B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRegs 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

| the undersigned, Full name & Surname               |                                                                     |                                                                                    |
|----------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Identity number                                    |                                                                     |                                                                                    |
| identity number                                    |                                                                     |                                                                                    |
|                                                    | statement are to the best of my kno                                 | owledge a true reflection of the facts.  prise and am duly authorized to act on    |
| Enterprise Name:                                   |                                                                     |                                                                                    |
| Trading Name (If Applicable):                      |                                                                     |                                                                                    |
| Registration Number:                               |                                                                     |                                                                                    |
| Enterprise Physical<br>Address:                    |                                                                     |                                                                                    |
| Type of Entity (CC, (Pty)<br>Ltd, Sole Prop etc.): |                                                                     |                                                                                    |
| Nature of Construction Business:                   | Supplier / Service provider                                         | Consultancy services Supplier                                                      |
| Definition of "Black<br>People"                    | 1                                                                   | Economic Empowerment Act 53 of 2003 as Black People" is a generic term which means |
|                                                    | or                                                                  | Republic of South Africa by birth or descent; of the Republic of South Africa by   |
|                                                    | naturalization-                                                     | 1004: or                                                                           |
|                                                    | i. Before 27 April<br>ii. On or after 27 A                          | 1994; or<br>April 1994 and who would have been entitled to                         |
|                                                    | acquire citizens<br>date                                            | hip by naturalization prior to that                                                |
|                                                    |                                                                     |                                                                                    |
|                                                    | that as per Amended Code Series<br>BBEE Act No 53 of 2003 as Amende | 100 of the Amended Codes of Good Practice ed by Act No 46 of 2013,                 |
| The Enterprise is                                  |                                                                     |                                                                                    |
|                                                    | % Black Female Owned                                                | noted Croup (provide Block Designated Comm                                         |
|                                                    | % Owned by Black Design<br>ie definition in the table above)        | ated Group (provide Black Designated Group                                         |
| o Black Youth %                                    |                                                                     |                                                                                    |

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Tender No: .....JN...

| o Black Disabled %<br>o Black Unemployed %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | %                                                                                                                                                         |                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| o Black People living in Rural are o Black Military Veterans %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                           |                                                                        |
| Based on the Financial Statements/National sta | (DD/MM/YY), the annual To                                                                                                                                 | tal Revenue was equal to/or less                                       |
| Contractor / Consultancy services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | R50 million                                                                                                                                               |                                                                        |
| Supplier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | R50 million                                                                                                                                               |                                                                        |
| If the turnover exceeds the applicable and an EME certificate must be obtain B-BBEE Verification Professional Regular Please confirm on the table below box.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ned from a rating agency accredited unlator appointed by the Minister of Tothe B-BBEE level contributor, by tien                                          | by SANAS or when applicable a rade and Industry.  cking the applicable |
| 100% Black Owned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Level One (135% B-BBEE procure level)                                                                                                                     | ment recognition                                                       |
| At least 51% Black Owned but less than 100% black owned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Level Two (125% B-BBE recognition level)                                                                                                                  | E procurement                                                          |
| take the prescribed oath a the owners of the enterpri                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | e contents of this affidavit and I have not consider the oath binding on my conse which I represent in this matter.  valid for a period of 12 months from | onscience and on                                                       |
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Deponent                                                                                                                                                  | Signature:                                                             |
| Commissioner of Oaths Signature & stamp Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | _                                                                                                                                                         |                                                                        |

| 5.  | CSD REPORT<br>NATIONAL TI<br>REPORT) |         |            |   |                              |
|-----|--------------------------------------|---------|------------|---|------------------------------|
|     |                                      | (ATTACH | HHERE)     |   |                              |
|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
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|     |                                      |         |            |   |                              |
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|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
|     |                                      |         |            |   |                              |
| Ter | nder No:                             | <br>Ir  | nitials:JN | l | Page <b>37</b> of <b>103</b> |

## 6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

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## 7. RESOLUTION FOR SIGNATORY

## A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

| An example is given be<br>"By resolution of the b | pelow:<br>poard of directors passed at a meeting held on | <u> </u>             |
|---------------------------------------------------|----------------------------------------------------------|----------------------|
| Mr/Ms                                             | , whose signature appears below, has been                | n duly authorised to |
| sign all documents in                             | connection with the tender for Contract No.              |                      |
| and any Contract which                            | ch may arise there from on behalf of (Block Capitals)    |                      |
| IN HIS/HER CAPACIT<br>DATE:                       | F OF THE COMPANY:<br>TY AS:<br>NATORY:                   |                      |
| DIRECTOR<br>(NAMES)                               | SIGNATURE                                                |                      |
| (                                                 |                                                          |                      |

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

|            |             | Page <b>39</b> of <b>103</b> |
|------------|-------------|------------------------------|
| Tender No: | Initials:JN |                              |

## 8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

| This Returnable Schedule is to be completed by joint ventures.                                    |         |         |  |                                |  |
|---------------------------------------------------------------------------------------------------|---------|---------|--|--------------------------------|--|
| We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms |         |         |  |                                |  |
| SCMU NUMBER                                                                                       | MISA/FC | /2021   |  |                                |  |
| NAME OF FIRM                                                                                      |         | ADDRESS |  | DULY AUTHORISED SIGNATORY      |  |
| Lead partner:                                                                                     |         |         |  | Signature                      |  |
|                                                                                                   |         |         |  | Signature                      |  |
|                                                                                                   |         |         |  | Signature.  Name  Designation. |  |
|                                                                                                   |         |         |  | Signature                      |  |

# 9. Evaluation Schedule1: Experience of the tenderer in providing innovative technologies for solid waste management solution (20 points)

The experience of the company (as opposed to key staff members) in providing innovative technologies for solid waste management solution both in public and private sector over the last 10 years from the date of tender advert.

The information shall be for completed projects within last 10 years from the date of tender advert.

Tenderers should very briefly describe their experience in this regard, emphasizing the nature of the works and complexity. The description should be presented in tabular form with the following headings and appended to this page.

Note: Signed reference letters on the client's letter head should be included for each project for ease of reference. Contactable references should be attached as well.

| Employer, contact                                      | son and description of innovative act details solid waste hone, email management solution | Contract value | Planned dates |     | Actual dates |     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|---------------|-----|--------------|-----|
| contact details<br>(telephone, email<br>address, etc.) |                                                                                           |                | Start         | End | Start        | End |
|                                                        |                                                                                           |                |               |     |              |     |

The scoring of tenderer's experience will be as below:

- 1. Commissioned and completed solid waste management solution projects using the innovative technology (20 points)
  - 1 x Project Completed will be scored 10 points upon submission of 1 x reference letter.
- **2.** Approval, certification and or licensing of the solid waste management solution innovative technology (15 points)
- a) SABS / Agrément South Africa certificate
   b) Waste Management Technology patent certificate by DTI
   5 points

## MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within my personal knowledge and are to the best of my knowledge both are true and correct.

| Signed   | Date     |
|----------|----------|
| Name     | Position |
| Tenderer |          |
|          |          |

|            |             | Page <b>41</b> of <b>103</b> |
|------------|-------------|------------------------------|
| Tender No: | Initials:JN |                              |

### 10 EVALUATION SCHEDULE 2: KEY PERSONNEL (PROJECT TEAM) EXPERIENCE (45 POINTS)

The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

Duly signed CVs including key personnel should be submitted along with the submission referring to this schedule, preferably, using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel. CVs be structured as detailed below:

The CV including qualifications and proof of registration where applicable will be used for the evaluation of each personnel for this section.

#### **Enclosure:**

- 1. Certificates of academic qualifications
- 2. Proof of Professional Registration where applicable
- 3. CV's

The CV of individuals will be used for evaluation of the each of the personnel for this section.

#### The scoring of the key persons will be as below:

- Project Manager = 20 points
- Civil Engineer = 15 points
- Environmental Officer 15 points

#### 1. Project Manager (20 points)

#### Competencies;

- Minimum Bachelors' Degree or B-Tech in Environmental Management / Development Studies
- Minimum 10 yrs experience in solid waste management

#### 1.1 Qualifications: (10 points)

- a) Bachelor's degree / B-Tech in Environmental / Developmental Studies = 6 points
- b) Honour's degree in Environmental / Developmental Studies = 8 points
- c) master's degree in environmental / Developmental Studies = 10 points

#### 1.2 Number of years of relevant (10 points)

| e) | < 10 years              | = | 0 points  |
|----|-------------------------|---|-----------|
| f) | ≥ 5 years but < 7 years | = | 6 points  |
| g) | ≥ 7 years but < 9 years | = | 8 points  |
| h) | ≥ 10 years              | = | 10 Points |

|            |             | Page <b>42</b> of <b>103</b> |
|------------|-------------|------------------------------|
| Tender No: | Initials:JN |                              |

#### 4. Technical Officer- 15 points

#### Competency:

- Minimum Bachelor's Degree / B-Tech Degree in Built Environment
- Minimum 2 years' Experience in Solid waste management

#### 4.1. Qualification (10 points)

- d) Bachelor's degree / B-Tech in Built Environment = 6 points
- e) Honour's degree in Built Environment = 8 points
- = 10 points Master's degree in Built Environment

#### 4.2. Experience (5 points)

Years of relevant work experience (5 points)

- d) below 2 years 0 points 3 points e) 3 to below 5 years = f) 6 years and above 5 points
- 5. Environmental Officer (15 points)

#### Competency:

- Professional registration with SACNASP as Pr Sci. Nat
- Minimum bachelor's degree / B-Tech in Environmental Studies
- Minimum 2 yrs Experience in Environmental Management

#### 5.1. Qualification 10 points

d) Bachelor's degree / B-Tech in Environmental Studies = 6 points e) Honour's degree in Environmental Studies = 8 points Master's degree in environmental Studies = 10 points

Years of work experience as an Environmental Officer 5 points

d) 2 to below 4 years 2 points 3 points e) 4 to below 6 years f) 6 years and above 5 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within my personal knowledge and are to the best of my knowledge both are true and correct.

| Signed   | Date     |
|----------|----------|
| Name     | Position |
| Tenderer |          |
|          |          |

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| Tender No: | Initials:JN |
|------------|-------------|

#### 11 EVALUATION SCHEDULE 3: APPROACH PAPER 20 POINTS

NB: The approach paper and methodology must be attached to this schedule failing which the bidder will score zero points for this section.

The approach paper must respond to the scope of work (ref: C3: Scope of work). As the contents of a proposal give a clear first-hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal) using proper separators for each of the chapters and annexures (if there is any). No more than 10 pages using font Arial regular 11 points having margins at each side no less than 2,54 cm and spacing no less than 1,15.

The approach paper must contain at least the following:

 Table of Contents:
 Listing of contents of the approach paper with page numbers and/references

to annexures (if any);

**Executive Summary:** Approach:

A brief summary of the whole contents of the approach paper;

Detailed approach the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities as have been foreseen in in 'Part C3.1 Scope of work', detailing at least the following:

- 7. Methodology to be adopted;
- 8. Project implementation schedule (Activity, task and sub-task wise);
- 9. Manning schedule with organogram for the proposed project team and their responsibilities and duration for relevant activities;
- 10. Project implementation Risks and Risk Management proposal;
- 11. Quality control mechanism be adopted;
- 12. Stakeholder identification, management and reporting mechanism to be followed.

The scoring of the approach paper will be as detailed hereunder:

| Evaluating Point                                                            | Assessment Criteria                                                                                                                                                                                                                                                                                                                                                                | Maximum allocated point(s) |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Approach Paper                                                              |                                                                                                                                                                                                                                                                                                                                                                                    | 20 points                  |
| Understating of Project Scope and after sales support                       | Demonstration of clear understanding of project objectives and scope (1), deliverables, and project outcomes (in relation to innovative solutions and creation of work-opportunities of 1200 persons as well as 9 beneficiaries for SMME development) within the timeframes for the proposed innovative solid waste management solution (2).                                       | 3 points                   |
| Detailed description of proposed innovative solid waste management solution | Measures to reduce, reuse and recycle waste at a local level boasting a circular economy (1) Landfill management (1) Waste Information systems (1) Solid Waste Management (1) Enterprise development in communities eg. Cooperatives and SMMEs development to yield 9 SMME beneficiaries (1) Creation of 1200 work-opportunities across the solid waste management value chain (1) | 6 points                   |

|            |             | Page <b>44</b> of <b>103</b> |
|------------|-------------|------------------------------|
| Гender No: | Initials:JN |                              |

| Evaluating Point                                                                                        | Assessment Criteria                                                                                                                                                                                        | Maximum allocated point(s) |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Comparison between innovative solution and conventional methods in overall solid waste management cycle | <ul> <li>Ease of implementation (1)</li> <li>Cost effectiveness (1)</li> <li>Environmental impact (1)</li> <li>Sustainability and durability (1)</li> <li>Ease of operation and maintenance (1)</li> </ul> | 5 points                   |
| Funding strategies for the innovative solid waste management solution                                   | Provide funding strategies taking into consideration sustainability of the project outcomes within its local environment (1).                                                                              | 1 points                   |
| Risk Management across the life cycle of the proposed solid waste management solution                   | Risk identification within the local context across the solid waste management value-chain (1) and appropriateness of proposed mitigation measures (1).                                                    | 2 points                   |
| Quality control mechanism                                                                               | Appropriateness and adequacy of tools and processes to ensure quality control and assurance in all phases of the project                                                                                   | 1 points                   |
| Stakeholder identification and management and reporting                                                 | Stakeholder identification (1) Engagement Process (1)                                                                                                                                                      | 2 points                   |

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within my personal knowledge and are to the best of my knowledge both are true and correct.

| Signed   | Date | 9     |
|----------|------|-------|
| Name     | Pos  | ition |
| Tenderer |      |       |
|          |      |       |

|            |             | Page <b>45</b> of <b>103</b> |
|------------|-------------|------------------------------|
| Гender No: | Initials:JN |                              |

# C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.

## 1. 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.                                                                                                                                                                                                    |      |                  |
| 2.                                                                                                                                                                                                    |      |                  |
| 3.                                                                                                                                                                                                    |      |                  |
| 4.                                                                                                                                                                                                    |      |                  |
| 5.                                                                                                                                                                                                    |      |                  |
| 6.                                                                                                                                                                                                    |      |                  |
| 7.                                                                                                                                                                                                    |      |                  |
| 8.                                                                                                                                                                                                    |      |                  |
| 9.                                                                                                                                                                                                    |      |                  |
| 10.                                                                                                                                                                                                   | _    |                  |

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| Attach additional pages if more space is required. |  |          |  |
|----------------------------------------------------|--|----------|--|
| Signed                                             |  | Date     |  |
| Name                                               |  | Position |  |
| Tenderer                                           |  |          |  |
|                                                    |  |          |  |
|                                                    |  |          |  |
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## 2. PROPOSED AMENDMENTS AND QUALIFICATIONS

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 to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

| Page    | Clause or item | Proposal |
|---------|----------------|----------|
|         |                |          |
|         |                |          |
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|         |                |          |
|         |                |          |
|         |                |          |
|         |                |          |
| Signed  |                | Date     |
| Name    |                | Position |
|         |                |          |
| Tendere | r              |          |
|         |                |          |

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## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE

## **The Contract**

| P | $\Delta f_{4}$ | عrد | nc | Δr | ٠ ١ |
|---|----------------|-----|----|----|-----|
|   |                |     |    |    |     |

## Based on

NEC 3: Professional Service Contract (Option A: Priced Contract with Activity Schedule)

## **PART C1: AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of offer and acceptance
- C1.2 Contract data

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|------------|------------------------------|
| Tender No: | Initials:JN                  |

#### FORM OF OFFER AND ACCEPTANCE

#### <u>OFFER</u>

Tender No: .....

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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 authorised, 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 VAT AND EXPENSES, calculated in accordance with the *conditions of contract as detailed hereunder:* 

| Total Amount: R                                                                                                                   | ( <b>in figure</b> ), (Rand                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                   | ) (in word)                                                                                                                                                                                |
| of Offer and Acceptance and returning on<br>of Deviations (if any) to the tenderer befo<br>Tender Data, or other period as agreed | e copy of this document including the Schedule are the end of the period of validity stated in the large where the tenderer becomes the party of contract identified in the Contract Data. |
| Signature<br>                                                                                                                     | Date:                                                                                                                                                                                      |
| Name                                                                                                                              |                                                                                                                                                                                            |
| Capacity                                                                                                                          |                                                                                                                                                                                            |
| For the tenderer:                                                                                                                 |                                                                                                                                                                                            |
|                                                                                                                                   | Page <b>50</b> of <b>103</b>                                                                                                                                                               |

Initials: .....JN...

| (Insert name and address of organisation)  Name & signature of witness | е |
|------------------------------------------------------------------------|---|
|                                                                        |   |

#### **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 C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 | Date: |                              |
|-----------|-------|------------------------------|
|           |       |                              |
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Tender No: .....JN.......

Name(s) Mr Ntandazo Vimba

Capacity Chief Executive Officer

For the Municipal Infrastructure Support Agent

Employer

| Schedule of Deviations                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2 Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3 Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4 Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5 Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| By the duly authorised representatives signing this agreement, the <i>Employer</i> 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the <i>Employer</i> during this process of offer and acceptance. |

Tender No: .....

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| 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. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                          |
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#### MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

#### **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE

#### C1.2 CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

## Part one - Data provided by the *Employer*

#### 1 General

The conditions of the contract are the core clauses and the clauses for main Options

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X7: Delay Damags

X10: Employer's Agent

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## Z: Additional conditions of contract of the NEC 3 10.1 The Employer is Municipal Infrastructure Support Agent Lethaba House, Riverside Office Park Physical Address: 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300 11.2(7) The Scope is as given in section C3: Scope of works of tender documents 12.2 The law of the contract is the law of the Republic of South Africa 13.1 The language of this contract is English 13.3 The period of reply is 2 weeks The Parties' main responsibility 2 22.1 If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract. 3 **Time** 30.1 The starting date is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties 11.2(2) The completion date for the whole of the services is 22 weeks months after the start date. 31.1 The Service Provider submits programme with the tender according to the Scope, considering the starting date and completion date, which will be adjusted, if need be, based on proposed duration in the programme through consultation.. 5 **Payment** 50.1 The assessment interval is monthly on or before the 20th day of each successive month. 50.3 The expenses stated by the Employer are

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|      | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Amount                                                                                                                                     |                   |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|      | <ul> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li> <li>maps, models and presentation materials required by the <i>Employer</i></li> </ul> | market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers |                   |
|      | Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in areas as identified by the Employer to perform the services authorised by the Employer                                                                                                                                                                                                                                                        | Cost limited to R 1 400 per person per day including bed and breakfast.                                                                    |                   |
|      | Vehicle travel within areas identified by the employer to perform the services as authorised by the Employer. (For Staff identified in Part 2 of the Contract Data) Travel Limits at radius limit of 250 km outside from nearby SPS office to the project area and 150 km within the project area. All are single trips                                                                                                                                                | in accordance with the latest<br>Rates Department of Transport<br>Department of Transport                                                  |                   |
| 51.1 | The period within which the payments are made of the invoice.                                                                                                                                                                                                                                                                                                                                                                                                          | is <b>thirty</b> days from the date of red                                                                                                 | ceipt (exclusive) |
| 51.2 | The currency of this contract is the South Africa The interest rate is the Prime lending rate of the                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                            |                   |
| 6    | Compensation events                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                            |                   |
| 7    | Rights to material                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                            |                   |
|      | No data required for this section of the condition                                                                                                                                                                                                                                                                                                                                                                                                                     | ns of contract.                                                                                                                            |                   |
| 80   | Indemnity, insurance and liabilities                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                            |                   |
| 8.1  | The amounts of insurance and the periods for w                                                                                                                                                                                                                                                                                                                                                                                                                         | which the <i>Consultant</i> maintains in                                                                                                   |                   |

|          | Event                                                                                                                                                                                                                                                                                     | Cover                                                                                                                                                                      | The period following Completion of the whole of the works or earlier termination |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--|--|
|          | Risk of design deficiency and or errors for which events Professional Indemnity would cover.                                                                                                                                                                                              | R 2 million in respect of each claim, without limit to the number of claims                                                                                                | Until the end of the defects date.                                               |  |  |
|          | Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract                                                                                                                                     | That which is prescribed<br>by the Compensation<br>injuries and Diseases<br>Act No. 130 of 1993 as<br>amended and whatever<br>the Service Provider<br>deems desirable also | Until the end of the completion date.                                            |  |  |
|          | All risk contract works                                                                                                                                                                                                                                                                   | Amount of cover to match contract value                                                                                                                                    |                                                                                  |  |  |
| 81.1     | The Employer provides no insura                                                                                                                                                                                                                                                           | ance cover.                                                                                                                                                                |                                                                                  |  |  |
| 81.2     | The Consultant provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.                                                      |                                                                                                                                                                            |                                                                                  |  |  |
| 9        | Termination and dispute resolution                                                                                                                                                                                                                                                        |                                                                                                                                                                            |                                                                                  |  |  |
|          | No data required for this section of the conditions of the contract.                                                                                                                                                                                                                      |                                                                                                                                                                            |                                                                                  |  |  |
| 10       | Data for main Option clause                                                                                                                                                                                                                                                               |                                                                                                                                                                            |                                                                                  |  |  |
| Α        | Priced contract with activ                                                                                                                                                                                                                                                                | rity schedule                                                                                                                                                              |                                                                                  |  |  |
|          | No data required for this section of the conditions of the contract.                                                                                                                                                                                                                      |                                                                                                                                                                            |                                                                                  |  |  |
| 11       | Data for Option W1                                                                                                                                                                                                                                                                        |                                                                                                                                                                            |                                                                                  |  |  |
| W1.1     | The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="www.ice-sa.org.za">www.ice-sa.org.za</a> ), |                                                                                                                                                                            |                                                                                  |  |  |
| W1.2(3)  | The adjudicator nominating body is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="www.ice-sa.org.za">www.ice-sa.org.za</a> ).                                                        |                                                                                                                                                                            |                                                                                  |  |  |
| W1.4((2) | The tribunal refers to a South Afr                                                                                                                                                                                                                                                        | rican Court of Law                                                                                                                                                         |                                                                                  |  |  |
| 12       | Data for secondary Optio                                                                                                                                                                                                                                                                  | n clause(s)                                                                                                                                                                |                                                                                  |  |  |
| X7       | The delay damages for completion of the wholes of the works are R 2 000 per calendar day                                                                                                                                                                                                  |                                                                                                                                                                            |                                                                                  |  |  |

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## X2 Change in the law

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

#### X10 Employer's Agent

X10.1 The Employer's Agent is

Chief Executive Officer (Or Designated MISA Official)

Mr Ntandazo Vimba

Physical Address: Letaba House, Riverside Office Park

1303 Heuwel Avenue, Centurion, Pretoria 0046

Postal Address: Private Bag X105, Centurion 0046

Telephone: 012 848 5300

#### Z Additional conditions of contract

The additional conditions of contract are

#### Z1 Tax invoices

#### The Service Provider's invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the Service Provider to the Employer include

the details stated in the Scope/ Price Schedule to show how the amount due has been assessed, and

the details required by the Employer for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider*'s invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

#### Z2 Selection and appointment of the Adjudicator

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="www.ice-sa.org.za">www.ice-sa.org.za</a>), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

## Z3 Acts or omissions by mandatories

Tender No: .....JN.................

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|----------------|---------------|
|----------------|---------------|

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

| Part tw | o - Data provided by th            | ne Consultant                    |                 |                         |
|---------|------------------------------------|----------------------------------|-----------------|-------------------------|
| 10.1    | The Consultant is                  |                                  |                 |                         |
|         | Name:                              |                                  |                 | _                       |
|         | Physical Address:                  |                                  |                 | _                       |
|         |                                    |                                  | _ Post Code:    | _                       |
|         | Postal Address:                    |                                  | _ Post Code:    | _                       |
|         | Telephone:                         | Fax:                             |                 |                         |
|         | Mobile:                            | Email:                           |                 | _                       |
| 22.1    | The Consultant's key po            | ersons are:                      |                 |                         |
|         |                                    |                                  |                 |                         |
|         |                                    | roject Team:                     |                 |                         |
|         | Responsibilities:                  |                                  |                 |                         |
|         | Qualifications:                    |                                  |                 |                         |
|         | Physical Address:                  |                                  |                 |                         |
|         | i nysicai Address.                 |                                  |                 | <del>-</del><br>-       |
|         | Postal Address:                    |                                  | _ Post Code:    | _                       |
|         | Telephone:                         | Fax:                             |                 |                         |
|         | Mobile:                            | Email:                           |                 | _                       |
|         |                                    | 1 below referring to this clause | _               | _                       |
|         | Consultant's key persor Schedule 2 | ns as indicated referred to T2.2 | Returnable sche | dules: Evaluation       |
|         |                                    |                                  |                 |                         |
|         |                                    |                                  |                 |                         |
|         |                                    |                                  | Page            | <b>62</b> of <b>103</b> |

Initials: .....JN.....

Tender No: .....

Table 1: List of Key Personnel (See the example below)

| No   | Role                      | Name and Surname | Qualification and date attained | Professional Registration and date registered | Reg.<br>Number | Total<br>Number of<br>Experience |
|------|---------------------------|------------------|---------------------------------|-----------------------------------------------|----------------|----------------------------------|
| 1    | Team Leader               |                  |                                 |                                               |                |                                  |
| 2    | Technical Officer         |                  |                                 |                                               |                |                                  |
| 3    | Town Planner              |                  |                                 |                                               |                |                                  |
| 5    | Environmental Officer     |                  |                                 |                                               |                |                                  |
| Addi | tional Personnel if Appli | cable            |                                 |                                               |                |                                  |
| No   | Role                      | Name and Surname | Qualification and date attained | Professional Registration and date registered | Reg.<br>Number | Total<br>Number of<br>Experience |
| 1    |                           |                  |                                 |                                               |                |                                  |
| 2    |                           |                  |                                 |                                               |                |                                  |
| 3    |                           |                  |                                 |                                               |                |                                  |
|      |                           |                  |                                 |                                               |                |                                  |

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### **PRICING DATA**

#### C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

- 1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
- 2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
- 3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
  - 4. The tenderer must conduct a thorough research on applicable payment rates of local labour per each municipality or district. The rate proposed to be paid should not be less than a rate stipulated in the latest Ministerial Determination and must also not be less than a rate approved by a relevant council of the affected municipality.
  - 5. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on <a href="www.publicworks.gov.za">www.publicworks.gov.za</a>. Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. Travel expenses item in the Activity Schedule include VAT.
  - 6. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in **Annexure A: Breakdown of Costs of Quoted Price**. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
  - 7. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
  - 8. All items on the Price List must be priced.
  - 9. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
  - 10. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for

|            |           | Page <b>64</b> of <b>103</b> |
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# the tender and be paid out of the provisional sum provided in the price schedule.

- 11. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
- 12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
- 13. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
- 14. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the starting date and completion date (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
- 15. Costs incurred by the Consultant other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
- 16. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
- 17. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
  - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
  - Quantity: The number of units of work for each item
  - Rate: The payment per unit of work at which the Bidder bids to do the work
  - Amount: The quantity of an item multiplied by the bidded rate of the (same) item
  - Sum: An amount bidded for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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- Provissional Sum is an allowance, usually estimated by the employer, that
  is inserted into the tender documents for a specific element of the works that
  is not yet defined in enough detail for tenderers to price. The Prov-Sum is
  calculated estimate which must not be exceeded.
- 18. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre
m = metre
km = kilometre

km-pass = kilometre-pass  $m^2$  =  $square\ metre$ 

m²-pass = square metre-pass

 $\begin{array}{cccc} ha & = & hectare \\ m^3 & = & cubic metre \end{array}$ 

m³-km = cubic metre-kilometre

kW = kilowatt kN = kilonewton kg = kilogram t = ton (1 000 kg)

% = per cent MN = meganewton

MN-m = meganewton-metre
PC Sum = Prime Cost Sum

Prov Sum = Provisional Sum



## **Municipal Infrastructure Support Agent (MISA)**

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/FS/ITWMS/007/2022/2023

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE

## **C2.2.1 THE PRICING SCHEDULE**

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first five columns.

For each row:

- 1. If the *Consultant* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- 2. If the *Consultant* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

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# **C2.2.1** THE PRICING SCHEDULE (ACTIVITY)

| Item | Deliverable<br>Number                                                               | Description                                                                                                                                                                                                                                                                                                                              | Unit        | Qty     | Rate<br>Rand  | Total item Price<br>Rand |
|------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|---------------|--------------------------|
| 1    | THABO MOFUTSAN                                                                      | IYANA DISTRICT MUNICIPALITY FOCUSSING ON DIHLABENG LOCAL MUNICIPALI                                                                                                                                                                                                                                                                      | TY          |         |               |                          |
| 1.1. | DELIVERABLE 1                                                                       | <u>Planning</u> : Stakeholder identification and engagement strategy, refine user requirements including specific local requirements and define project activities and durations, quality metrices, communication management.                                                                                                            | Sum         | 1       |               |                          |
| 1.2. | DELIVERABLE 2                                                                       | <u>Execution</u> : direct and manage implementation of project work including project knowledge, communications, risk responses, quality control, and issue management                                                                                                                                                                   | Sum         | 1       |               |                          |
| 1.3. | DELIVERABLE 3                                                                       | Monitoring and Controlling: monitor and control project work including performing integrated change control.                                                                                                                                                                                                                             | Sum         | 1       |               |                          |
| 1.4  | DELIVERABLE 4                                                                       | CLOSE OUT AND HANDOVER: fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and instilling transformation of current WASTE MANAGEMENT practices, integration of the innovative and or alternative WASTE MANAGEMENT solutions within the local municipal operations. | Sum         | 1       |               |                          |
|      |                                                                                     | DIHLABENG Local Munici                                                                                                                                                                                                                                                                                                                   | ipality - ( | Cost of | Deliverables) |                          |
|      |                                                                                     |                                                                                                                                                                                                                                                                                                                                          |             | Α       | dd VAT (15%)  |                          |
|      |                                                                                     | Sub-Total                                                                                                                                                                                                                                                                                                                                |             |         |               |                          |
| 1.5  | EXPENSES                                                                            | Travelling and related costs (payable based on actual Cost) VAT Included                                                                                                                                                                                                                                                                 | Sum         | 1       |               |                          |
|      | TOTAL 1 – DIHLABENG LOCAL MUNICIPALITY- (Expenses + Cost of Deliverables VAT incl.) |                                                                                                                                                                                                                                                                                                                                          |             |         |               |                          |

| TOTAL 1 – DIHLABENG LOCAL MUNICIPALITY- (Expenses + Cost of Deliverables VAT incl.) |                              |  |
|-------------------------------------------------------------------------------------|------------------------------|--|
|                                                                                     |                              |  |
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| Item | Deliverable<br>Number | Description                                                                                                                                                                                                                                                                                                                                      | Unit                                                                                                                                                      | Qty      | Rate<br>Rand    | Total item Price<br>Rand |
|------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|--------------------------|
| 2    | FEZILE DABI DIST      | RICT MUNICIPALITY FOCUSSING ON MOQHAKA LOCAL MUNICIPALITY                                                                                                                                                                                                                                                                                        |                                                                                                                                                           |          |                 |                          |
| 2.1. | DELIVERABLE 1         | <u>Planning</u> : Stakeholder identification and engagement strategy, refine user requirements including specific local requirements and define project activities and durations, quality metrices, communication management.                                                                                                                    | Sum                                                                                                                                                       | 1        |                 |                          |
| 2.2. | DELIVERABLE 2         | <u>Execution</u> : direct and manage implementation of project work including project knowledge, communications, risk responses, quality control, and issue management                                                                                                                                                                           | Execution: direct and manage implementation of project work including project knowledge, communications, risk responses, quality control, and issue Sum 1 |          |                 |                          |
| 2.3. | DELIVERABLE 3         | Monitoring and Controlling: monitor and control project work including performing integrated change control.                                                                                                                                                                                                                                     | Sum                                                                                                                                                       | 1        |                 |                          |
| 2.4  | DELIVERABLE 4         | <u>CLOSE OUT AND HANDOVER</u> : fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and instilling transformation of current WASTE MANAGEMENT practices, integration of the innovative and or alternative WASTE MANAGEMENT solutions within the local municipal operations. | Sum                                                                                                                                                       | 1        |                 |                          |
|      |                       | MOQHAKA Local Municipality - (Cost of Deliverables)  Add VAT (15%)                                                                                                                                                                                                                                                                               |                                                                                                                                                           |          |                 |                          |
|      |                       |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                           |          |                 |                          |
|      |                       |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                           |          | Sub-Total       |                          |
| 5.5  | EXPENSES              | Travelling and related costs (payable based on actual Cost) VAT Included                                                                                                                                                                                                                                                                         | Sum                                                                                                                                                       | 1        |                 |                          |
|      |                       | TOTAL 2 – MOQHAKA LOCAL MUNICIPALITY- (Expenses + C                                                                                                                                                                                                                                                                                              | ost of De                                                                                                                                                 | eliverab | oles VAT incl.) |                          |

| TOTAL 2 - MOQHAKA LOCAL MUNICIPALITY- (Expenses + Cost of Deliverables VAT Incl.) |                              |
|-----------------------------------------------------------------------------------|------------------------------|
|                                                                                   |                              |
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| Item | Deliverable<br>Number | Description                                                                                                                                                                                                                                                                                                                                                    | Unit      | Qty      | Rate<br>Rand    | Total item Price<br>Rand |
|------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|--------------------------|
| 3    | FEZILE DABI DIST      | RICT MUNICIPALITY FOCUSSING ON NGWATHE LOCAL MUNICIPALITY                                                                                                                                                                                                                                                                                                      |           |          |                 |                          |
| 3.1. | DELIVERABLE 1         | <u>Planning</u> : Stakeholder identification and engagement strategy, refine user requirements including specific local requirements and define project activities and durations, quality metrices, communication management.                                                                                                                                  | Sum       | 1        |                 |                          |
| 3.2. | DELIVERABLE 2         | Execution: direct and manage implementation of project work including project knowledge, communications, risk responses, quality control, and issue management including 1200 work-opportunities created Dihlabeng (Thabo Mofutsanyana)- (400 WO and 3 SMME's), Moqhaka (Fezile Dabi)- (400 WO and 3 SMME's), and Ngwathe (Fezile Dabi)- (400 WO and 3 SMME's) | Sum       | 1        |                 |                          |
| 3.3. | DELIVERABLE 3         | Monitoring and Controlling: monitor and control project work including performing integrated change control.                                                                                                                                                                                                                                                   | Sum       | 1        |                 |                          |
| 3.4  | DELIVERABLE 4         | <u>CLOSE OUT AND HANDOVER</u> : fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and instilling transformation of current WASTE MANAGEMENT practices, integration of the innovative and or alternative WASTE MANAGEMENT solutions within the local municipal operations.               | Sum       | 1        |                 |                          |
|      |                       | NGWATHE Local Municipality - (Cost of Deliverables)                                                                                                                                                                                                                                                                                                            |           |          |                 |                          |
|      |                       | Add VAT (15%)                                                                                                                                                                                                                                                                                                                                                  |           |          |                 |                          |
|      |                       | Sub-Total                                                                                                                                                                                                                                                                                                                                                      |           |          |                 |                          |
| 3.5  | Expenses              | Travelling and related costs (payable based on actual Cost) VAT Included                                                                                                                                                                                                                                                                                       | Sum       | 1        |                 |                          |
|      |                       |                                                                                                                                                                                                                                                                                                                                                                |           |          |                 |                          |
|      |                       | TOTAL 3 – NGWATHE LOCAL MUNICIPALITY- (Expenses + C                                                                                                                                                                                                                                                                                                            | ost of De | eliverab | oles VAT incl.) |                          |

|          |                                                                          |            |          | Sub-Total       |                              |  |
|----------|--------------------------------------------------------------------------|------------|----------|-----------------|------------------------------|--|
| EXPENSES | Travelling and related costs (payable based on actual Cost) VAT Included | Sum        | 1        |                 |                              |  |
|          |                                                                          | •          |          |                 |                              |  |
|          | TOTAL 3 - NGWATHE LOCAL MUNICIPALITY- (Expenses + 0                      | Cost of De | eliveral | oles VAT incl.) |                              |  |
|          |                                                                          |            |          |                 |                              |  |
|          |                                                                          |            |          |                 |                              |  |
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Tender No: .....

## **SUMMARY – FREE STATE PROVINCE**

| Item | DISTRICT                                   | LOCAL MUNICIPALITY             | Amount |  |
|------|--------------------------------------------|--------------------------------|--------|--|
| 1    | Cost of Deliverables                       |                                |        |  |
| 1.1  | Thabo Mofutsanyane District Municipality   | Dihlabeng                      |        |  |
| 1.2  | Fezile Dabi                                | Moqhaka                        |        |  |
| 1.3  | Fezile Dabi                                | Ngwathe                        |        |  |
|      | Sub Total 1 (Vat Excl.)                    |                                |        |  |
|      | Add Vat (15%)                              |                                |        |  |
|      | Sub Total 1 - Total Cost of Deliverables : | Free State Province (VAT Incl) |        |  |
| 2    | 2 Expenses                                 |                                |        |  |
| 2.1  | Thabo Mofutsanyana District Municipality   | Dihlabeng                      |        |  |
| 2.2  | Fezile Dabi                                | Moqhaka                        |        |  |

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| Item | DISTRICT                                                        | LOCAL MUNICIPALITY | Amount |  |
|------|-----------------------------------------------------------------|--------------------|--------|--|
| 2.3  | Fezile                                                          | Ngwathe            |        |  |
|      | Sub Total 2 - Total Cost of Expenses (VAT Incl.)                |                    |        |  |
|      | GRAND TOTAL – Free State PROVINCE (VAT Incl.) (Sub Total 1 + 2) |                    |        |  |

| TOTAL QUOTED PRICE (in words)         |                                                                                                                                                                                                |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rand                                  |                                                                                                                                                                                                |
|                                       | THIS PRICE MUST BE CARRIED TO THE FORM OF OFFER                                                                                                                                                |
| solid waste tonnes. The Sum per activ | evaluation, the sum is inclusive of all costs for handling vity must also include your companies operational and staff profits, EPWP Participants and SMME beneficiaries, EPWP hours per week. |
| Signed:                               | Date:                                                                                                                                                                                          |
| Name:                                 | Position:                                                                                                                                                                                      |
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| Enterprise name: |  |  |  |  |  |  |  |
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### ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE

**Please Note**: **Annexure A**: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.

#### < TEMPLATE TO BE USED>

## A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 12 months = 230 days.

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## B. Summary of Person days and FTE over 12 months and Total cost per person

| Position Name of Resources in the proposed project Team | Hourly Rate (inclusive of all cost, except VAT) (Rand) | Daily Rate (inclusive of all cost, except VAT) (Rand) | Total Person days over 3 months | FTE over 3<br>months<br>(in number of<br>person) | Total cost per<br>person (Rand) |
|---------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|---------------------------------|--------------------------------------------------|---------------------------------|
| Contract Manager                                        |                                                        |                                                       |                                 |                                                  |                                 |
|                                                         |                                                        |                                                       |                                 |                                                  |                                 |
|                                                         |                                                        |                                                       |                                 |                                                  |                                 |
|                                                         |                                                        |                                                       |                                 |                                                  |                                 |
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| Position Name of Resources in the proposed project Team | Hourly Rate (inclusive of all cost, except VAT) (Rand) | Daily Rate (inclusive of all cost, except VAT) (Rand) | Total Person days<br>over 3 months | FTE over 3 months (in number of person) | Total cost per<br>person (Rand) |
|---------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|------------------------------------|-----------------------------------------|---------------------------------|
|                                                         |                                                        |                                                       |                                    |                                         |                                 |
|                                                         |                                                        |                                                       |                                    |                                         |                                 |
|                                                         |                                                        |                                                       |                                    |                                         |                                 |
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# C. Cost details for deliverables and Activities (TEMPLATE TO BE USED)

| Deliverable and Activity Number & Description                                                                                                                                                                                                                                                                                                             | Position Name of<br>Resources in the<br>proposed project Team | Duration of<br>Activity<br>over 3<br>months | Commitment<br>% of<br>resource | Equivalent<br>person<br>Days | Daily Rate<br>(inclusive of all<br>cost, except VAT)<br>(Rand) | Total cost per<br>person (inclusive of<br>all cost, except VAT)<br>(Rand) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------|--------------------------------|------------------------------|----------------------------------------------------------------|---------------------------------------------------------------------------|
| DELIVERABLE 1: PLANNING                                                                                                                                                                                                                                                                                                                                   |                                                               |                                             |                                |                              |                                                                |                                                                           |
| ACTIVITY: Project Implementation Plan Approved innovative and or alternative solutions to be implemented within the project schedule. Signed agreement Status report on project and local requirements. Schedule of consents, approvals and related enablers Prepare schedules of predicted cash flow Funding strategies to be implemented in the project | Contract Manager                                              |                                             |                                |                              |                                                                |                                                                           |
|                                                                                                                                                                                                                                                                                                                                                           |                                                               | <u>I</u>                                    |                                |                              | DELIVERABLE 1 TOTAL                                            |                                                                           |
| DELIVERABLE 2: EXECUTION                                                                                                                                                                                                                                                                                                                                  |                                                               |                                             |                                |                              |                                                                |                                                                           |
| ACTIVITY:                                                                                                                                                                                                                                                                                                                                                 | Contract Manager                                              |                                             |                                |                              |                                                                |                                                                           |
| Applicable surveys                                                                                                                                                                                                                                                                                                                                        |                                                               |                                             |                                |                              |                                                                |                                                                           |
| Recruitment of local community members                                                                                                                                                                                                                                                                                                                    |                                                               |                                             |                                |                              |                                                                |                                                                           |
| Public Education initiatives                                                                                                                                                                                                                                                                                                                              |                                                               |                                             |                                |                              |                                                                |                                                                           |
| Training and Skills development initiatives                                                                                                                                                                                                                                                                                                               |                                                               |                                             |                                |                              |                                                                |                                                                           |
| Community Awareness initiatives                                                                                                                                                                                                                                                                                                                           |                                                               |                                             |                                |                              |                                                                |                                                                           |
| Promotional activities for sustainable waste management                                                                                                                                                                                                                                                                                                   |                                                               |                                             |                                |                              |                                                                |                                                                           |

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| Deliverable and Activity Num<br>Description                                                                                            |                       | Position Name of<br>Resources in the<br>proposed project Team | Duration of<br>Activity<br>over 3<br>months | Commitment<br>% of<br>resource | Equivalent<br>person<br>Days | Daily Rate (inclusive of all cost, except VAT) (Rand) | Total cost per<br>person (inclusive of<br>all cost, except VAT)<br>(Rand) |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------|---------------------------------------------|--------------------------------|------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------|
| <ul> <li>Provision and implementation of<br/>technologies and or alternative metho<br/>Reduce, Recycle and Reuse waste incl</li> </ul> | ds to Avoid,          |                                                               |                                             |                                |                              |                                                       |                                                                           |
| management                                                                                                                             |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
| Pilot Waste Recycling initiatives                                                                                                      |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
| Enterprise development to 9 beneficiari                                                                                                | ies                   |                                                               |                                             |                                |                              |                                                       |                                                                           |
| 1200 work-opportunities created                                                                                                        |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
| Established strategic partnerships                                                                                                     |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
|                                                                                                                                        |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
|                                                                                                                                        |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
|                                                                                                                                        |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
|                                                                                                                                        |                       |                                                               |                                             |                                |                              | DELIVERABLE 2 TOTAL                                   |                                                                           |
| DELIVERABLE 3: MONITORING & CONTROL                                                                                                    | LING                  |                                                               |                                             |                                |                              |                                                       |                                                                           |
| ACTIVITY:                                                                                                                              |                       | Contract Manager                                              |                                             |                                |                              |                                                       |                                                                           |
| Weekly refine Project Progress report                                                                                                  |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
| Data capturing, information manage                                                                                                     | gement and            |                                                               |                                             |                                |                              |                                                       |                                                                           |
| reporting on existing reporting platform<br>National Waste Information System (W.                                                      | including the<br>(IS) |                                                               |                                             |                                |                              |                                                       |                                                                           |
| Attainment of key performance target                                                                                                   | s for project         |                                                               |                                             |                                |                              |                                                       |                                                                           |
| components                                                                                                                             |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
|                                                                                                                                        |                       |                                                               |                                             |                                |                              |                                                       |                                                                           |
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| Deliverable and Activity Number & Description                                                                                                                                                                             | Position Name of<br>Resources in the<br>proposed project Team | Duration of<br>Activity<br>over 3<br>months | Commitment<br>% of<br>resource | Equivalent<br>person<br>Days | Daily Rate (inclusive of all cost, except VAT) (Rand) | Total cost per<br>person (inclusive of<br>all cost, except VAT)<br>(Rand) |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------|--------------------------------|------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------|--|
|                                                                                                                                                                                                                           |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
|                                                                                                                                                                                                                           |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
|                                                                                                                                                                                                                           |                                                               | l                                           |                                |                              | DELIVERABLE 3 TOTAL                                   |                                                                           |  |
| DELIVERABLE 4: CLOSE OUT AND HANDOVER                                                                                                                                                                                     |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| ACTIVITY:                                                                                                                                                                                                                 | Contract Manager                                              |                                             |                                |                              |                                                       |                                                                           |  |
| <ul> <li>Project close-out report documenting all key<br/>aspects of the project including lessons learnt<br/>for inputs into the Rural Waste Management<br/>Framework.</li> </ul>                                        |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| Report on the innovative and or alternative<br>waste management solutions implemented,<br>work-opportunities created and SMME<br>beneficiaries within the project including<br>integration of innovative waste management |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| solutions within municipal processes.                                                                                                                                                                                     |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| <ul> <li>Project Close-out Report and files</li> <li>Final framework or guideline documents</li> </ul>                                                                                                                    |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| Training reports and certificates for participants                                                                                                                                                                        |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| Final accounts                                                                                                                                                                                                            |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| Deliverable 4 Total                                                                                                                                                                                                       |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| DELIVERABLES TOTAL (SUMMATION (DELIVERABLE 1 TO DELIVERABLE 4))                                                                                                                                                           |                                                               |                                             |                                |                              |                                                       |                                                                           |  |
| REIMBURSABLE TOTAL                                                                                                                                                                                                        |                                                               |                                             |                                |                              |                                                       |                                                                           |  |

|            | DELIVERABLES TOTAL | - {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 4)} REIMBURSABLE TOTAL |                             |
|------------|--------------------|-------------------------------------------------------------------|-----------------------------|
|            |                    | REIMBURSABLE TOTAL                                                |                             |
|            |                    |                                                                   |                             |
|            |                    | P                                                                 | age <b>78</b> of <b>103</b> |
| Tender No: | Initials:JN        |                                                                   |                             |

| Deliverable and Activity Number & Description | Position Name of Resources in the proposed project Team | Duration of<br>Activity<br>over 3<br>months | Commitment<br>% of<br>resource | Equivalent<br>person<br>Days | Daily Rate (inclusive of all cost, except VAT) (Rand) | Total cost per<br>person (inclusive of<br>all cost, except VAT)<br>(Rand) |
|-----------------------------------------------|---------------------------------------------------------|---------------------------------------------|--------------------------------|------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------|
| TOTAL Cost                                    |                                                         |                                             |                                |                              |                                                       |                                                                           |
| VAT @ 15%                                     |                                                         |                                             |                                |                              |                                                       |                                                                           |
| GRAND TOTAL INCLUSIVE OF VAT                  |                                                         |                                             |                                |                              |                                                       |                                                                           |

Please Note: Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE

PART C3: SCOPE OF WORK

|            | ੋage <b>80</b> of <b>103</b> |
|------------|------------------------------|
| Tender No: | Initials:JN                  |



#### MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/FS/ITWMS/007/2022/2023

THIS TENDER ENTAILS THE APPOINTMENT OF A SUITABLE CONSULTANT / PROFESSIONAL SERVICE PROVIDER FOR DEVELOPMENT AND IMPLEMENTATION OF INNOVATIVE TECHNOLOGIES FOR SOLID WASTE MANAGEMENT SOLUTIONS TO SUPPORT MUNICIPALITIES WITHIN THE FREE STATE PROVINCE

# PART C3: SCOPE OF WORK

#### 1. BACKGROUND

Backlogs in waste collection services, aging vehicles, and equipment, growing human settlements, lack of public awareness on responsible solid waste management, poor enforcement of municipal by-laws on waste management and decreasing airspace in landfills are stark challenges experienced in waste management. Millions of tons of solid waste are generated daily needing collection, sorting, treatment, and final adequate destination. The second Draft of 2018 South Africa State of Waste Report estimated that South Africa generated 54.2 million tonnes of general waste but only 38.6% was recycled. Most of the municipal solid waste is disposed in landfills and are on the brink of reaching maximum capacity leading to spread of harmful diseases that threaten the wellbeing of the citizens, therefore consideration of innovative waste management mechanisms to divert waste from landfill and minimise environmental degradation is critical. The old habits of dumping waste in favour of new methods of dealing with waste utilising innovative methods is fundamental as part of gearing-up towards climbing the waste management hierarchy. The waste management hierarchy which is an approach adopted in South Africa (DEA, 2011) structures

waste to various levels with <u>waste avoidance</u> at the top, followed by <u>reduction</u>, then <u>re-using and recycling waste</u> with <u>recovery</u> following and lastly the <u>treatment and disposal</u>.

South Africa's waste economy is estimated to be worth R15 billion and employs almost 30 000 people in the formal sector with the current approaches to solid waste management. This results in a GDP contribution of 0.51% according to CSIR (reported in 2012). The Department of Science and Technology (DST) recognises the opportunities for growth within this sector and argues that if 65% of waste can be recycled and diverted from landfill and recovered to be reprocessed/repurposed, South Africa could increase the revenue for this sector to an additional R17 billion annually. There is also recognition of the role of the informal sector, however there is no official estimate of the number of employments, but it is highlighted that it ranges from 60 000 and 90 000 waste pickers in the country.

There is an acknowledgement of progress made in waste services since the implementation of 2011 New Waste Management Strategy (NWMS), however acute backlogs are still prevalent in informal settlements, rural or per-urban communities characterised by backlogs in waste collection, littering and illegal dumping, low levels of separation of waste at source despite initiation at some metropolitan areas, inadequate infrastructure for recycling and recycling culture, burning in landfills, inadequate support and cooperation for service providers working with waste, education and awareness still lacking in some districts as well as inconsistent waste collection. These challenges negatively impact on the provision of basic services related to solid waste management compounded by dismal unlocking of value within waste streams especially on smaller and more rural municipalities who opt to implement the minimum requirements of collecting and disposing waste.

## 2. PROGRAMME GOALS AND OBJECTIVES

The programme goal is to promote and ensure effective and efficient delivery of waste management services and aims to improve the livelihoods in communities whilst promoting cutting-edge innovation to improve people's socio-economic status. This will be achieved through the implementation of the various initiatives within waste management towards the President's Employment Stimulus with the following key objectives:

Transform the waste management and treatment operations

- Conduct research and develop appropriate solid waste management solutions that consider innovative technologies and or alternative methods suitable for specific local conditions for efficient solid delivery of waste services.
- Provide innovative means for municipal waste management service delivery acceleration in an effective manner.
- Creation of 11 818 job opportunities through implementation of Innovative Solid Waste Management Mechanisms in the 2021/22 financial year and beyond.
- Increase commercialization of the circular economy and create value from resources currently discarded as waste.

The programme will focus on the development and application of alternative methods/innovative technologies for management and treatment of solid waste, building and expanding on other programmes like Operation Phakisa Chemicals and Waste Economy, Youth Jobs in Waste Management by the Department of Environment, Forestry and Fisheries. The waste sector has been identified as one of the critical sectors with the potential to contribute substantially to the generation of jobs and enterprise development in a sustainable manner. The programme is expected to yield positive outcomes in the development and application of innovative waste management solutions, training and education, skills development, develop circular economy and social well-being of communities. The programme seeks to achieve the following expected outputs:

- Alternative/Innovative solutions for effective waste management appropriate for local needs.
- Use of appropriate technology and innovation for improved waste service delivery
- Number of skilled participants in the use of technologies for waste management and treatment.
- Accredited training on innovative waste management technologies.
- 11 818 job opportunities (National) in the application of innovative waste management solutions, on-the-job training, research, and development in 2021/22 financial year.

#### 3. PROGRAMME SCOPE

The Table below provides an indicative scope for the implementation of the programme using a programme management approach to enable better management of interdependencies

|       |      |           |            |        |          |       |            |        |    | indicated | including |
|-------|------|-----------|------------|--------|----------|-------|------------|--------|----|-----------|-----------|
| manag | geme | nt of the | intended s | strate | egic ben | efits | of the pro | gramme | 9. |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
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|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
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|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |
|       |      |           |            |        |          |       |            |        |    |           |           |

| Strategic Focus<br>Area                     | High-level Tasks                                                                                                                                                                                                                                                                                                      | Key Deliverables                                                                                                                                                                                                               |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Innovation                                  | Research existing (old and new) solid waste technologies and solutions/Tenders and modify tor specific target areas  Customise to incorporate specific stakeholders' requirements  Identify projects to test and apply the customised innovative solution.                                                            | * Customised Technologies/ Solutions<br>for management and treatment if<br>solid waste *<br>Methodologies that can be used as<br>stand-alone or as a combination<br>* Shortlisted projects to pilot the<br>customised solution |
| Recycling, Re-use<br>and Repair of<br>Waste | Identify opportunities of recycling within rural municipalities  Develop dignified waste picking and extraction mechanism for opportunities of generating revenue by community co-operatives and implement  Develop Rural recycling of waste methodologies for application within specific environments and implement | * Waste collection and recycling hubs in rural areas * Markets for recyclables * Recycling methods for specific areas                                                                                                          |
| Development                                 | Train youth on the application of the developed solution for the pilot phase and beyond (Accredited Training)  Employ trained youth on the opportunities in the innovative solid waste management application  Facilitate development and training of community cooperatives                                          | * Jobs created * Accredited Training Programme * Trained Youth * Community cooperatives on waste management                                                                                                                    |
| Transformation                              | Assessment of current solid waste management practices and processes in the entire value chain  Engage respective municipalities for integration the innovative solid waste management within current processes  Community awareness and education on the opportunities within the waste economy                      | * Efficient management of solid waste * Local community participation within the waste economy                                                                                                                                 |

4. Tender

National Treasury has very recently issued a *Standard for Infrastructure Procurement and Delivery Management* (SIPDM) through PFMA Treasury Instruction No 4 of 2015 2016 and MFMA circular No 77 *Model* 

SCM Policy for Infrastructure Procurement and Delivery Management. This SIPDM:

a) makes provision for Tender agreements; and

b) permits one organ of state to make use of another organ of state's Tender agreement.

A Tender agreement is an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide

goods, services or any combination thereof under a Tender agreement. Tender agreements enable municipalities to procure on an as-instructed basis (call offs) over a set term without necessarily committing to any quantum of work. The organ of state that places an order against a Tender is responsible for settling

amounts due in terms of the contract as it is becomes the employer in terms of the contract upon the issuing

of an order.

5. Government's waste management initiatives

Government has made environment protection and pollution prevention and/or control a priority committing to

reduce waste disposal by landfill. This commitment will ultimately lead to improved state of ecological infrastructure at a target of 50% reduction in waste to landfill sites by 2030 as suggested by NDP 2030. This

is expected to contribute towards the rehabilitation and restoration of ecological infrastructure.

Immediate interventions include the implementation of innovative waste management programs across

government and private sector to reduce waste production and disposal by landfill as follows:

- 75% diverted from the landfill sites through recycling of recyclables

- 50% of waste recycled

- 25% of waste reduction in waste generation

- 20% of waste re-used in the value chain

The Municipal Infrastructure Support Agent (MISA) was established in 2012 to develop the capacity of

municipalities to sustainably deliver and manage infrastructure. To date, it has focused on providing technical

support to municipalities and training of technical staff for municipalities. MISA has now extended its focus to

also include infrastructure procurement.

The 44 district municipalities have been consolidated into 20 regions (see Annexure 1). Regional Tenderors

will be contracted to provide solid waste management solution in each of these regions. MISA has put in place

a number of Tenders to support the implementation of projects via the MISA Tenders agreements in the

following areas:

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1) programme management services to manage all water and sanitation projects executed through Tenders within a province including the facilitation of the accessing of Tender agreements by

Tenders within a province including the facilitation of the accessing of Tender agreements by

municipalities;

2) contract management services to administer on behalf of the employer the orders issued in terms of the

Tender agreements within a region;

3) health and safety agency services to assume the responsibilities imposed upon the "client" in terms of

Regulation 5 of the Construction Regulations 2014 issued in terms of the Occupational Health and

Safety Act of 1993;

4) contract management services to support the programme manager and contract manager in the execution

of their duties.

6. OVERVIEW OF WASTE MANAGEMENT IN THE FREE STATE PROVINCE

According to the latest South African State of Waste Report (SASoW) of 2019, approximately

80% of households in the Free State Province have their waste collected by the local authority

or a private company, while only 13% of households dispose of their waste at their own or a

communal dump (Stats SA, 2017).

In the rural areas of the Free State, only 11% of households have their waste collected by

the local authority or a private company, while 62% of households dispose of their waste at

their own or a communal dump. Approximately 26% of households reported leaving or

dumping their rubbish anywhere or using some alternative.

In contracts, in the urban areas of the Free State, approximately 92% households have their

waste collected by the local authority or a private company, while only 5% of the households

dispose of their waste at their own or a communal dump.

According to the Free State IWMP (DETEA, 2013) no mainstream source separation

programmes have been implemented in the province. There has however been a separation

at source pilot project implemented in Mantsopa Local Municipality (Sello, 2018).

**Population Size and Growth** 

The total population recorded for Free State in 2016 was 2,8 million, an increase from the

population of 2,7 million in 2011, making it the second smallest province in the country in

terms of population size, after the Northern Cape. 58,3% of the population in the province

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are male and 41,7% are female. The number of households increased from 823 316 in 2011 to 946 639 in 2016. Average household size in the province decreased from 3,3 in 2011 to 3,0 in 2016. Mangaung (255 938) and Thabo Mofutsanyana (246 171) have the highest number of households.

#### **Generation and Disposal**

According to the latest South African State of Waste Report (SASoW) of 2019, it is estimated that South Africa generated approximately 54,2 million tonnes (Mt) of general waste in 2017. This estimate is based on a representative sample of municipalities from each of the nine provinces, and extrapolated using the population of South Africa in 2017, to account for municipalities where limited or no information is available. Some of these municipalities that have no information are in the Free State Province. The estimated total quantity of waste generated in 2017 is the sum of municipal waste (4.8 Mt), commercial and industrial waste (3.5 Mt), organic waste (30.5 Mt), construction and demolition waste (4.5 Mt), glass (2.5 Mt), paper (2.2 Mt), plastic (1.1Mt), mwtals (4Mt), tyres (0,24 Mt), and other (0.73 Mt).

#### **Recycling and Recovery Facilities**

There are a number of operational recycling and recovery facilities in the Free State where recyclable materials are recovered from the municipal waste stream. The Table below presents a summary of the key characteristics of these facilities and/ or operations (DETEA, 2013).

| Municipality     | Location                         | Description of the facility | Ownership                   |
|------------------|----------------------------------|-----------------------------|-----------------------------|
| Fezile Daba      | Sasolburg Landfill               | Recycling facility          | Private                     |
| Moqhaka          | Kroonstad Waste Disposal<br>Site | Recycling facility          | Public (private contractor) |
| Tswelopele       | Bultfontein Landfill             | Recycling facility          | Public (private contractor) |
| Maluti-a-Phofung | Both landfill sites              | Recycling facility          | Public (private contractor) |
| Dihlabeng        | Bethlehem Landfill               | Recycling facility          | Public (private contractor) |
| Nketoana         | Reitz Landfill                   | Recycling facility. Closed  | Public (private contractor) |
| Setsoto          | Senekal landfill                 | Recycling facility. Closed  |                             |

#### **Treatment Facilities**

There are currently two licensed treatment facilities in the Free State, both of which are licensed to treat hazardous wste (SAWIC, 2018). The one is for the treatment of HCRW using incineration technology and the other for the treatment of abattoir waste using pyrolysis technology.

## **Disposal Facilities**

In total there are 78 municipal disposal facilties in the Free State (DETEA, 2013). Approximately 48 (or 62%) of these were not permitted in 2013. There are also five licensed private onsite disposal facilities, of which three are for general waste and two are for hazardous waste (SAWIC, 2018).

Table 14: Summary of the status of disposal facilities in the Free State (DETEA, 2013)

| District Municipality | Site Classifications | No. of Disposal Facilities | No. Not Licensed |
|-----------------------|----------------------|----------------------------|------------------|
| Fezile Dabi           | General              | 17                         | 11               |
| Lejweleputswa         | General              | 18                         | 10               |
| Mangaung              | General              | 3                          | 0                |
| Thabo Mofutsanyane    | General              | 21                         | 10               |
| Xhariep               | General              | 19                         | 17               |
|                       | TOTAL                | 78                         | 48               |

7. OVERVIEW OF WASTE MANAGEMENT IN MUNICIPALITIES

7.1 THABO MOFUTANAYANA DISTRICT - DIHLABENG LOCAL MUNICIPALITY

**Background** 

Dihlabeng Local Municipality is an administrative area in the Thabo Mofutsanyana District

of the Free State in South Africa. It was established in terms of Section 12 of the Local

Government Structures Act, 117 of 1998, after the first general local government elections

of 5 December 2000 which heralded the final phase of local government reform as

envisaged in 1994 at the onset of the process of democratisation.

The Municipality is a category B as defined in the Local Government Structures Act and

shares executive and legislative authority with the category C municipality within whose

area it falls i.e. Thabo Mofutsanyana District Municipality. The type is that of a Collective

Executive System combined with a Ward Participatory System.

The Dihlabeng Local Municipality is situated within the boundaries of the Thabo

Mofutsanyana District Municipality in the Eastern Free State. The geographical area is

7550.4910 km2. The Municipality consists of the towns Bethlehem (incl. Bohlokong &

Bakenpark), Clarens (incl. Kgubetswana), Fouriesburg (incl. Mashaeng), Paul Roux (incl.

Fateng-Tse-Ntsho) and Rosendal (incl. Mautse).

Bethlehem is situated approximately 240 km north-east of Bloemfontein, 140 km east of

Kroonstad and 90 km west of Harrismith. The town is strategically situated in the heart of

the picturesque north-eastern Free State and originally developed as a service centre.

Growth is stimulated by the strategic location of the area that serves as a central regional

centre, situated adjacent to the N5 between Bloemfontein and Durban.

The scenic town of Clarens, often referred to the "Switzerland" of South Africa is situated ±

34 km south-east of Bethlehem. Clarens is a mere 20 km from the Golden Gate Highlands

National Park. Fouriesburg is situated on the R26 route and in close proximity of Lesotho.

The town has the predominant function of a small service centre and is increasingly being

supported by the tourism industry. 67% of the population resides in urban areas and 33%

in surrounding rural areas. Paul Roux is situated 35 km west of Bethlehem, on the N%. The

area is mainly focused on agricultural significance. Rosendal is located at the foot of the

Witteberg mountain range on the R70.

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**Waste Management infrastructure** 

Approximately 50,8% of households in Thabo Mofutsanyana District do not receive weekly

municipal collection service. The general accepted basic level of service with regards to solid

waste collection is that a refuse removal service be provided once a week. In Dihlabeng LM

about 81,6% of households receive refuse removal services. However, the local

municipality faces challenges with its refuse removal fleet which often breakdown and affect

service delivery. Dihlabeng LM has a regional landfill site in Bethlehem and transfer stations

in the other surrounding towns.

Waste Recycling

In Dihlabeng Local Municipality recycling is happening at a very small scale within

Dihlabeng Local Municipality due to challenges faced by the community members intended

in recycling such as land, transportation and equipment. In Bethlehem there is Lone Star

recycling which is a privately owned company.

Challenges

· Inconsistent and or non-collection of domestic waste is a major contributor to illegal

dumping that prevails in both open spaces, kerbside and along roads.

Inadequate street cleaning

Unsecured landfill sites

Unavailability of weighbridges creates a risk of inaccurate or distorted reporting

• Informal settlements which are not serviced consequently becoming one of major cause

of illegal dumping

Unavailability of correct waste receptacles for storage of domestic household waste is a

another contributor of illegal dumping

Shortage of fleet

Shortage of personnel

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• Shortage of budget to fund waste management service makes it difficult to implement

almost all activities.

**IWMP** 

The Integrated Waste Management Plan (IWMP) for Dihlabeng Local Municipality is

outdated and need to be reviewed or developed.

7.2 FEZILE DABI DISTRICT - MOQHAKA LOCAL MUNICIPALITY

The Moghaka Local Municipality is a Category B municipality situated within the southern

part of the Fezile Dabi District in the Free State Province. It is the largest of four

municipalities in the district, making up over a third of its geographical area. The former

Kroonstad, Steynsrus and Viljoenskroon Transitional Local Councils and sections of the

Riemland, Kroonkop and Koepel Transitional Rural Councils are included in the

municipality. The seat of local government is Kroonstad.

The Greater Kroonstad area is the centre of a large agricultural community that plays an

important role in the economy of the district. Subsequently, industrial activities contribute

significantly to the district's economy. The Department of Correctional Services and the

School of Engineers military bases are situated in the town. Kroonstad has recently become

a distinguished holiday destination due to the ultra-modern and popular holiday resort of

Kroonpark, adjacent to the Vals River. The urban area is situated adjacent to the N1

National Road, and located adjacent to one of the largest and most important four-way

railway junctions in South Africa.

The Steynsrus/Matlwangtlwang urban area is situated approximately 45km east of

Kroonstad and 92km west of Bethlehem. The major link road between Bethlehem and

Kroonstad stretches adjacent to the urban area

**Waste Management infrastructure** 

Moqhaka LM (Fezile Dabi District) has three landfill sites two of which are licenced and one

not. The landfill sites have insufficient resources to operate properly as required.

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**Waste Recycling** 

Recycling is happening at a very small scale within Mqhaka Local Municipality due to

challenges faced by the community members intended in recycling such as land,

transportation and equipment. There are privately owned recycling initiatives such as,

Kroons Scraped metal, Powervac, and Kroonstad glass recycling in Kroonstad.

Challenges

· Inconsistent and or non-collection of domestic waste is a major contributor to illegal

dumping that prevails in both open spaces, kerbside and along roads.

Inadequate street cleaning

Unsecured landfill sites

Unavailability of weighbridges creates a risk of inaccurate or distorted reporting

• Informal settlements which are not serviced consequently becoming one of major cause

of illegal dumping

Unavailability of correct waste receptacles for storage of domestic household waste is a

another contributor of illegal dumping

Shortage of fleet

Shortage of personnel

· Shortage of budget to fund waste management service makes it difficult to implement

almost all activities.

**IWMP** 

The Integrated Waste Management Plan (IWMP) for Moghaka Local Municipality is

outdated and need to be reviewed or developed.

7.3 FEZILE DABI DISTRICT - NGWATHE LOCAL MUNICIPALITY

The Nawathe Local Municipality is situated in the northern part of Fezile Dabi District

Municipality. The major towns that form Ngwathe Local Municipality's areas of jurisdiction

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include Parys, Vredefort, Heilbron, Koppies and Edenville. The former Transitional Local Councils and section of the former Koepel, Kroonkop and Vaal Dam Transitional Rural Councils also form part of the Ngwathe area. The Vaal River forms the northern boundary of the area, which also serves as the boundary between the Free State and Gauteng and North West Province. The Renoster River also drains through the region and is dammed up in the vicinity of Koppies in a series of dams, namely Weltevrede, Rooipoort and Koppies Dams. The rivers together with the respective dams are prominent water sources for agricultural purposes in the region.

Other prominent topographical features include the Vredefort Dome. The form of the dome consists of a central cone of granite surrounded by concentric ridges of quartzite belonging to the Witwatersrand System. 20.1% of the district population of the Fezile Dabi district is based in Ngwathe. The 2007 Community Survey (Statistics South Africa) estimated the total population in the municipal area as 95 187 which constitutes a decrease from the 2001 Census estimation of 118 810. The Survey also indicates that Ngwathe Municipality has the highest rate (60.9%) in the Fezile Dabi district reflecting the tenure status of households as owned and fully paid.

Parys has a strong commercial component and provide a wide range of services regarding health, education and professional services to the district. The Parys district has unique nature and environmental assets like the Vaal River with several islands in the proximity of Parys and the Vredefort Dome that present exceptional tourism potential. Parys has a well-developed airfield that supports commercial and tourism development in the area. Vredefort is the only town that formed the former Vredefort District. The most prominent economic sector is the agricultural sector. Commercial activities in the town are the only other sector that contributes to the Gross Geographical Product of the district. The former Heilbron District is predominantly an agricultural area although major manufacturing industries contribute largely to the Gross Geographical Product of the district. The agriculture and manufacturing industries have a direct influence on the per capita expenditure and employment opportunities of the urban area concerned. The national head office of Clover SA is based in Heilbron and a vast range of products is manufactured here.

Koppies is located in an area of agricultural significance and mainly provides services in this regard to the surrounding rural areas. The strategic location of Koppies between the larger centres of Kroonstad and Sasolburg, mainly influence growth and development within the community. The bentonite exploitation near Koppies and the initiative for coal mining in

the vicinity of the town provide significant future growth potential. Edenville is also located

in an area of agricultural significance. The main road linking Kroonstad and Heilbron, runs

adjacent to the area.

**Waste Management infrastructure** 

Ngwathe LM (Fezile Dabi District) has two landfill sites in Parys and Heilbron. The landfill

sites have insufficient resources to operate properly as required.

**Waste Recycling** 

Recycling is happening at a very small scale within Ngwathe Local Municipality due to

challenges faced by the community members intended in recycling such as land,

transportation and equipment. There are privately owned initiatives such as, Molahlehi

Recycling and Project, Seeco Recycling and Koepel Scrap which are in Parys.

Challenges

Inconsistent and or non-collection of domestic waste is a major contributor to illegal

dumping that prevails in both open spaces, kerbside and along roads.

Inadequate street cleaning

Unsecured landfill sites

Unavailability of weighbridges creates a risk of inaccurate or distorted reporting

Informal settlements which are not serviced consequently becoming one of major cause

of illegal dumping

Unavailability of correct waste receptacles for storage of domestic household waste is a

another contributor of illegal dumping

Shortage of fleet

Shortage of personnel

Shortage of budget to fund waste management service makes it difficult to implement

almost all activities.

**IWMP** 

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Tender Reference: MISA/FS/ITWMS/007/2022/2023

The Integrated Waste Management Plan (IWMP) for Ngwathe Local Municipality is outdated and

need to be reviewed or developed.

13. Employer's Objectives

MISA's objective is to appoint a service provider, for the services for development and implementation of

municipal waste management solutions through innovative technologies or alternative methods that provide

efficient waste management through practical measures to reduce, reuse and recycle waste at local level

boasting circular economy as well as landfill management, waste information system and rural waste

management in support of the following identified municipalities within the Free state provinces;

Thabo Mofutsanyana focussing on Dihlabeng local municipalities

• Fezile Dabi - focusing on Moghaka Local Municipality

Fezile Dabi – Focusing on Ngwathe Local Municipality

MISA seeks to actively participate in the government's broader economic recovery agenda within the

Presidential Employment Stimulus (PES) which aims to confront the devastating economic impact threatening

jobs, livelihoods of South Africans, poverty and unemployment within the implementation of innovative waste

management technologies or alternative methods by;

Provide innovative means for municipal waste management service delivery acceleration in an

effective manner.

• Establishing and or enhancing enterprise development in communities yielding 9 beneficiaries by end

of March 2023.

Contribute to the transformation of the waste management and treatment operations within identified

municipalities.

Creation of 1200 work-opportunities through implementation of these innovative and or alternative

waste management solutions within the contract period Dihlabeng (Thabo Mofutsanyana)- (400 WO

and 3 SMME's), Moqhaka (Fezile Dabi)- (400 WO and 3 SMME's), and Ngwathe (Fezile Dabi)- (400

WO and 3 SMME's

• Increase commercialization of the circular economy and create value from resources currently

discarded as waste.

Study implementation of the initiative to inform the Rural Waste Management Tender

Improve Waste information management.

14. Overview of Works

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The overview of works entails development and or implementation of Innovative Technologies for Waste management Solutions for local economic development and job creation to support targeted municipalities in the Free State Province within Environmental Management

#### 15. Extent of works and deliverables

The extend of works covers development and or implementation of municipal solid waste management solutions through innovative technologies or alternative methods for efficient waste management through practical measures to reduce, reuse and recycle waste boasting circular economy as well as landfill management, waste information system and rural waste management. A summary of outputs and outcomes expected are as follows:

**Table 2 of Outputs and Outcomes** 

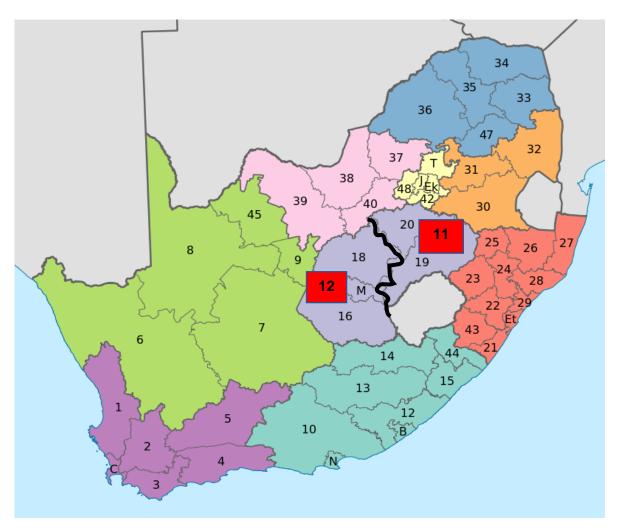
| Outputs (Deliverables)                                                                                                                                                                                                                                                                                                                                                                                                  | Outcomes (Impact)                                                                                                                                                                                                                                                                                                          |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Piloted development and implementation of innovative technologies or alternative methods in local conditions for sustainable municipal waste management and recycling solutions  Implementation of innovative and or alternative waste treatment and beneficiation technologies  Develop dignified waste collection/picking and extraction mechanism for opportunities of generating revenue by community co-operatives | Efficient waste management through practical measures to reduce, reuse and recycle waste boasting circular economy Increase culture of recycling and willingness to recycle in communities  Reduce use of landfilling as a preferred disposal method for promotion of waste minimization and diversion within communities. |  |
| Training on innovative and alternative waste management technologies.                                                                                                                                                                                                                                                                                                                                                   | Increased community awareness and education on solid waste management and environmental effects.  Cultivated sense of responsibility for community members to clean their surroundings, for different target groups including hawkers, shop owners and schools                                                             |  |
| Established and or enhanced 9 SMME within respective municipal communities                                                                                                                                                                                                                                                                                                                                              | Integration of informal sector in waste collection and recycling.  Increase volumes of waste collected.  Creation of work opportunities and attract unemployed youth thus allowing communities to thrive.                                                                                                                  |  |
| 1200 work-opportunities created in the development and implementation of innovative technologies or alternative methods of solid waste management solutions Dihlabeng (Thabo Mofutsanyana)- (400 WO and 3 SMME's), Moqhaka                                                                                                                                                                                              | Contribute to the transformation of the informal economy into the formal economy.                                                                                                                                                                                                                                          |  |

| (Fezile Dabi)- (400 WO and 3 SMME's), and Ngwathe (Fezile Dabi)- (400 WO and 3 SMME's                                                                               | Partnerships with different stakeholders, resulting in campaigns against littering and illegal dumping             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Waste Information Systems (collating, recording, analysis/modelling, reporting, et al.) including providing inputs into the National Waste Information System (WIS) | Recorded waste data to enable better planning in future  Reliable data to South African Waste Information Systems. |

## 16. Labour Employment Rates

The tenderer must conduct a thorough research on applicable payment rates of local labour per each municipality or district. The rate proposed to be paid should not be less than a rate stipulated in the latest Ministerial Determination and must also not be less than a rate approved by a relevant council of the affected municipality.

## 17. Location of Works



The geographic areas covered by the 48 district municipalities can be grouped into 20 regions as indicated in Figure 1 read together with Table 1. This breakdown into the 20 geographic regions excludes the metropolitan municipalities as an assumption is made that they will not make use of the Tenders. Provincial boundaries, travel distances, population served, location of water schemes, condition of waste water treatment works and location of major towns and cities has informed the grouping of district municipalities into geographic regions.

The Regions where the scope of work is highlighted in yellow on the following Table;

| Region | Province      | District municipality                                                                                                                            |
|--------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Northern Cape | Namakwa District Municipality                                                                                                                    |
| 2      | Northern Cape | Pixley ka Seme District Municipality Siyanda District Municipality Frances Baard District Municipality John Taolo Gaetsewe District Municipality |
| 3      | North West    | Ngaka Modiri Molema District Municipality Dr Ruth Segomotsi Mompati District Municipality                                                        |
| 4      | North West    | Bojanala Platinum District Municipality Dr Kenneth Kaunda District Municipality                                                                  |
| 5      | Limpopo       | Capricorn District Municipality Waterberg District Municipality                                                                                  |
| 6      | Limpopo       | Vhembe District Municipality                                                                                                                     |
| 7      | Limpopo       | Mopani District Municipality Sekhukhune District Municipality                                                                                    |
| 8      | Mpumalanga    | Ehlanzeni District Municipality                                                                                                                  |
| 9      | Mpumalanga    | Gert Sibande District Municipality Nkangala District Municipality                                                                                |
| 10     | Gauteng       | Sedibeng District Municipality West Rand District Municipality                                                                                   |
| 11     | Free state    | Thabo Mofutsanyana District Municipality Fezile Dabi District Municipality                                                                       |
| 12     | Free state    | Xhariep District Municipality Lejweleputswa District Municipality                                                                                |
| 13     | KwaZulu Natal | Ugu District Municipality uMgungundlovu District Municipality Harry Gwala District Municipality                                                  |
| 14     | KwaZulu Natal | uThukela District Municipality uMzinyathi District Municipality Amajuba District Municipality iLembe District Municipality                       |
| 15     | KwaZulu Natal | Zululand District Municipality uMkhanyakude District Municipality uThungulu District Municipality                                                |
| 16     | Eastern Cape  | Sarah Baartman District Municipality                                                                                                             |
| 17     | Eastern Cape  | Amathole District Municipality Chris Hani District Municipality Joe Gqabi District Municipality                                                  |
| 18     | Eastern Cape  | OR Tambo District Municipality Alfred Nzo District Municipality                                                                                  |

| Region | Province     | District municipality                |
|--------|--------------|--------------------------------------|
|        |              |                                      |
| 19     | Western Cape | Eden District Municipality           |
|        |              | Central Karoo District Municipality  |
|        |              | Garden Route District Municipality   |
| 20     | Western Cape | West Coast District Municipality     |
|        | •            | Cape Winelands District Municipality |
|        |              | Overberg District Municipality       |

#### 18. Milestones and Deliverables

<u>Milestone 1 – Planning</u>: Stakeholder identification and engagement strategy, refine user requirements including specific local requirements and define project activities and durations, quality metrices, communication management.

- 1) Develop project implementation plan.
- 2) Attend project initiation meetings.
- 3) Advise on the rights, constraints, consents and approvals.
- 4) Refine the services and scope to specific local environmental context including interface with existing and or on-going similar initiative.
- 5) Inspect the local environmental factors and advise on the necessary reconfiguration.
- 6) Determine the availability of data, plans, existing solid waste management resources/assets, waste transport equipment, methods of waste collection and removal strategies.
- 7) Advise on criteria specific to local conditions for specific innovation to influence the project life cycle cost significantly.
- 8) Provide necessary information within the agreed innovation and or alternative technology for the project.
- 9) Participate in creating the structures and Programme Steering Committee (PSC)
- 10) Refine funding strategies taking into consideration sustainability of the project outcomes

#### Milestone 1 Deliverables

The client will expect the following deliverables for this stage

- Project Implementation Plan
- Approved innovative and or alternative solutions to be implemented within the project schedule.
- Signed agreement
- Status report on project and local requirements.
- Schedule of consents, approvals and related enablers
- Prepare schedules of predicted cash flow

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Funding strategies to be implemented in the project

<u>Milestone 2 - Execution</u>: direct and manage implementation of project work including project

knowledge, communications, risk responses, quality control, and issue management

Milestone 2 Deliverables

The client will expect the following deliverables for this stage

Applicable surveys

Recruitment of local community members

• Public Education initiatives

Training and Skills development initiatives

Community Awareness initiatives

Promotional activities for sustainable waste management

Provision and implementation of innovative technologies and or alternative methods to Avoid, Reduce,

Recycle and Reuse waste including landfill management

Pilot Waste Recycling initiatives

Enterprise development to 9 beneficiaries

1200 work-opportunities created Dihlabeng (Thabo Mofutsanyana)- (400 WO and 3 SMME's), Moqhaka

(Fezile Dabi)- (400 WO and 3 SMME's), and Ngwathe (Fezile Dabi)- (400 WO and 3 SMME's

• Established strategic partnerships

Milestone 3 - Monitoring and Controlling: monitor and control project work including performing

integrated change control.

Milestone 3 Deliverables

The client will expect the following deliverables for this stage.

Weekly refine Project Progress report

Data capturing, information management and reporting on existing reporting platform including the

National Waste Information System (WIS)

Attainment of key performance targets for project components

Milestone 4: Close out and Handover: fulfil and complete the project close-out including

necessary documentation to facilitate effective completion, handover and instilling

transformation of current waste management practices, integration of the innovative and or

alternative waste management solutions within the local municipal operations.

Milestone 4 Deliverables

The client will expect the following deliverables for this stage;

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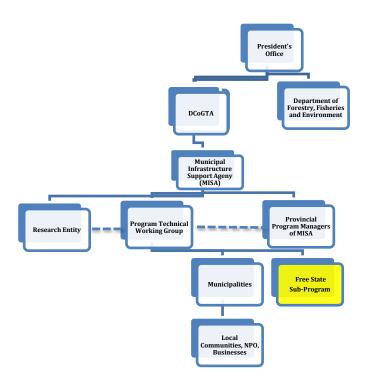
Tender Reference: MISA/FS/ITWMS/007/2022/2023

- Project close-out report documenting all key aspects of the project including lessons learnt for inputs into the Rural Waste Management Tender.
- Report on the innovative and or alternative waste management solutions implemented, work-opportunities created and SMME beneficiaries within the project including integration of innovative waste management solutions within municipal processes.
- Project Close-out Report and files
- Final Tender or guideline documents
- Training reports and certificates for participants
- Final accounts

## 19. Proposed Program Structure

The following schematic drawing illustrate a proposed programme management structure showing the lines of communication and reporting.

## Proposed Programme Structure:



## Notes applicable to the above Structure:

1. The structure is an indicative layout only and the real work structure may be different as long as the required work deliverables are achieved.

- 2. The MISA client stakeholders include the:
  - President's Office, National Departments of DCOG, DFFE and NT
  - Provincial Departments involved with solid waste management, e.g. Provincial Departments
    of Local Government / Cooperative Governance, Department of Forestry, Fisheries and
    Environment and other line Departments.
  - All the municipalities (local and district) that are targeted for innovative and or alternative waste management initiative,
  - The communities in the municipalities who are the ultimate beneficiaries of this programme. Initially, and for this whole Programme, certain communities would be beneficiaries.
- 3. The Innovative Solid Waste Management Program Technical Working Group, i.e. the Programme Steering Committee (PSC), will be responsible for the overall Programme Management of the Programme and management of the PSP. All reporting will be presented to and shared with the PSC chairperson.
- 4. The same PSC will also be responsible to manage other related Programme, i.e. for the Study implementation of the program to develop the Rural Solid Waste Management Tender, for which a Research Institution would be appointed. The Programme PSP and Research Institution will work closely together as part of the responsible tasks of both to obtain, test, analyse and share data, information, improvements, and good practices for the research components of the program.
- 5. On the Integration Contact level with the municipalities certain Provincial Department and other organisations would be involved, depending on the selection of the projects. The relevant individuals of the municipalities and other organisations should be regarded as stakeholders or responsible role players of this Programme. The client will assist in providing names and contact details where required.
- 6. The job creation and local economic development is the ultimate client and beneficiary of this programme, therefore the Program PSP must assist and support municipalities to exploit the components of the solid waste management value chain that will yield the highest benefits without compromising improving efficient management of waste within sustainable and environmental prescripts.

#### 7. Legislative Requirements

The Service Provider shall in the provision of the services observe all relevant statutes, by-laws and associated regulations (National Environmental Management Act, etc), the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

# 8. Project Duration

The estimate contract period for Professional Services is as follows;

Planning Period = 2 weeks
Execution Period = 18 weeks
Total = 20 weeks
Number of working hours per day = 8 hours;
A week is calendar week