



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Reference is to be made to **Clause F.1.2 and F.3.2** of the Conditions of Tender.

CLEANSING & SOLID WASTE UNIT

Plant and Engineering Department

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: **PSC.2022/002.**

TITLE: Provision of Professional Services – Compile eThekweni Municipality's Third Integrated Waste Management Plan 2022 - 2027

Issued by: **CLEANSING & SOLID WASTE UNIT**

Date of Issue: **27 May 2022**

Document Version : 01/04/2021

NAME OF TENDERER :

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PART T1 : TENDERING PROCEDURES
T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to [Compile the eThekwini Municipality's Third Integrated Waste Management Plan 2022 – 2027 (IWMP) and include sufficient detail for each goal such that the report can be used to motivate for funding to implement the plan.]

The Employer is the eThekwini Municipality as represented by: Deputy Head: Plant and Engineering Department

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekwini Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

(F.2.7) There will be **No clarification meeting** and site inspection with representative(s) of the Employer: There will not be a briefing session however bidders are requested to send electronic mails for any enquiries related to the bid. E-mail enquiries must be sent between the 17 and 23 June 2022 before 4 pm.

(F.1.4) Queries relating to these documents, up to 3 days prior to the close of tenders, may be addressed to the Employer's agent whose contact details are: Logan Moodley
031 322 4575 (t)
031 322 2511 (f)
Logan.Moodley2@durban.gov.za

(F.2.13) Tender offers shall be delivered to: Municipal Building,
166 K.E. Masinga Road (formerly Old Fort Road)
DURBAN
and placed in the tender box located in the ground floor foyer

(F.2.15) Tender offers shall be delivered: on or before Friday, 1 July 2022
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

PART T1 : TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer : The Employer for this Contract is the eThekwini Municipality as represented by: [Cleansing and Solid Waste Unit](#)

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise the documents as per the **INDEX** of this Tender Document.

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury’s eTenders website or the eThekwini Municipality’s Vendor Portal. The entire document should be printed and suitably bound by the tenderer.

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, and regulations or standard documents, referred to in this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act .
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer’s current Supply Chain Management Policy.

F.1.4 The employer’s agent : The Employer’s agent is :

Name : [Logan Moodley](#)
Tel : [031 322 4575 \(t\)](#)
Fax : [031 322 2511 \(f\)](#)
Email : Logan.Moodley2@durban.gov.za

- F.2.1 Eligibility :** A Tenderer will not be eligible to submit a tender if:
- (a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
 - (b) the Tenderer does not have the legal capacity to enter into the contract;
 - (c) The Tenderer does not comply with the legal requirements stated in the Employer's current SCM Policy;
 - (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
 - (e) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
 - (f) In the event of a compulsory clarification meeting:
 - The Tenderer fails to attend the compulsory clarification meeting;
 - The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the HEAD : **CLEANSING & SOLID WASTE UNIT** , or his representative.
 - (g) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
 - (h) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;
- F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:
- "Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website The entire electronically downloaded document should be printed and suitably bound by the tenderer.
- F.2.7 Clarification meeting:** There are no compulsory clarification meetings however, bidders are requested to send electronic mails for any enquiries related to the bid. E-mail enquiries must be sent between the 17-23 June 2022 before 4 pm.
- F.2.12 Alternative tender offers :** No alternative tender offers will be considered.
- F.2.13 Submitting a tender offer :** The following applies to this tender
- **F.2.13.3:** Tender offers shall be submitted as an original only;
 - **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;
 - **F.2.13.9 :** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

F.2.15 Closing time : The closing time and the address for delivery of tender offers is :

Closing Date: [on or before Friday, 1 July 2022](#)

Closing Time : [at or before 11:00](#)

Delivery Address : [Municipal Building,
166 K.E. Masinga Road \(formerly Old Fort Road\)
DURBAN](#)

F.2.16 Tender offer validity : The Tender Offer validity period is 84 Days from the closing time for submission of tenders.

F.2.23 Certificates : Refer to [Part T2.1.2](#) for a listing of certificates that must be provided with the tender.

F.3.4 Opening of Tender Submissions : Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in [the Boardroom, 6th Floor, Municipal Building, 166 KE Masinga Road](#)

F.3.11 Evaluation of Tender Offers : The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act No 5 of 2000.

- The procedure for the evaluation of responsive tenders is **Method 2**;
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the PPPFA . The minimum number of evaluation points for Functionality is **70**

- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub criteria	Points	Evaluation Schedule(s)
Tenderer’s experience	Experience of service provider in executing work of similar scope	50	Tenderer’s Experience
Experience of Key Resources in executing work of similar nature	Principal Consultant	40	Experience of the Principal Consultant
Demonstration of Understanding Paper	Including programme, risk management and approach	10	Demonstration of Understanding of the Scope of Works
Maximum possible score for Functionality (M_s)		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively;
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	pts	Criterion: Tenderer's Experience (part 1) Weighted 20/50 pts
0	0	No Submission or Submission of no substance / irrelevant information provided. <i>[No information submitted]</i>
1	40	The Tenderer has limited experience. <i>[Experience in General Waste Management < 5 years]</i>
2	70	The Tenderer has relevant experience but, has not dealt with the critical issues specific to the assignment. <i>[5 years ≤ Experience in General Waste Management ≤ 7 years]</i>
3	90	The Tenderer has extensive experience in relation to the project and has previously worked under similar conditions and circumstances. <i>[8 years ≤ Experience in General Waste Management ≤ 10 years]</i>
4	100	The Tenderer has outstanding experience in projects of a similar nature and has extensive local experience. <i>[Experience in General Waste Management > 10 years]</i>
<p>Note 1: Projects of a similar nature that will be considered shall be one or a combination of General Waste Management experience understanding and will include but, is not limited to:</p> <ol style="list-style-type: none"> Waste Management facility planning, licensing, design and closure. Feasibility assessments/studies for waste facilities. Integrated waste management plans, master planning, etc. Research and development in the waste industry. 		

Level	pts	Criterion: Tenderer's Experience (part 2) – Specific to Integrated Waste Management Plans Weighted 30/50 pts
0	0	No Submission or Submission of no substance / irrelevant information provided. <i>[No information submitted]</i>
1	40	The Tenderer has limited experience. <i>[IWMP projects completed ≤ 3 with minimum 1 IWMP with a population ≤ 1 000 000 in size] over a 20 year period</i>
2	70	The Tenderer has relevant experience but, has not dealt with the critical issues specific to the assignment. <i>[4 ≤ IWMP projects completed ≤ 5 with minimum 1 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
3	90	The Tenderer has extensive experience in relation to the project and has previously worked under similar conditions and circumstances. <i>[6 ≤ IWMP projects completed ≤ 7 with minimum 1 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
4	100	The Tenderer has outstanding experience in projects of a similar nature and has extensive local experience. <i>[IWMP projects completed >7+ with minimum 2 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
<p>Note 1: Only IWMP's will be considered as relevant project experience for Tender's Experience (part 2). Projects of a similar nature that are considered as General Waste Management experience will NOT be considered as relevant project experience for Tender's Experience (part 2).</p>		

Criterion: Experience of Principal Consultant				
Level	Pts	Qualifications (5 pts)	General Waste management experience (15 pts)	Adequacy for the assignment (20 pts)
0	0	No Submission or Submission of no substance / irrelevant information provided.	No Submission or Submission of no substance / irrelevant information provided.	No Submission or Submission of no substance / irrelevant information provided.
1	40	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>ONLY</u> and <u>NOT</u> registered with ECSA / Professional body	Principal Consultant has limited levels of general waste management experience [0 – 3 years of experience]	Principal Consultant has limited levels of project specific education, training and experience [has limited project specific experience in IWMP projects = 1 IWMP]
2	70	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>AND</u> Professionally registered with ECSA / Professional body	Principal Consultant has reasonable levels of general waste management experience [4 – 7 years of experience]	Principal Consultant has reasonable levels of project specific education, training and experience [has reasonable project specific experience in IWMP projects equivalent to 1 < IWMP ≤ 3]
3	90	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>AND</u> Professionally registered with ECSA / Professional body <u>PLUS</u> project a project management qualification from a certified institution	Principal Consultant has extensive levels of general waste management experience [8 -10 years of experience]	Principal Consultant has extensive levels of project specific education, training and experience [has extensive project specific experience in IWMP projects equivalent to 4 ≤ IWMP ≤ 5 <u>with</u> minimum 1 IWMP with a population ≥ 1 000 000 in size]
4	100	Masters, Doctorate of Science in Engineering / Environmental Science or equivalent <u>AND</u> Professionally registered with ECSA / Professional body <u>PLUS</u> project a project management qualification <u>AND</u> registered Project Management Professional certification or equivalent from a certified institution	Principal Consultant has outstanding levels of general waste management experience [> 10 years of experience]	Principal Consultant has outstanding levels of project specific education, training and experience [has outstanding project specific experience in IWMP projects > 5 <u>with</u> ≥ 2 IWMP with a population ≥ 1 000 000 in size]
<p>Note 1: Projects of a similar nature that will be considered shall be one or a combination of General Waste Management experience understanding and will include but, is not limited to:</p> <ol style="list-style-type: none"> Waste Management facility planning, licensing, design and closure. Feasibility assessments/studies for waste facilities. Integrated waste management plans, master planning, etc. Research and development in the waste industry. <p>Note 2: Project specific education, training and experience that will be considered shall be work completed for</p>				

Criterion: Experience of Principal Consultant				
Level	Pts	Qualifications (5 pts)	General Waste management experience (15 pts)	Adequacy for the assignment (20 pts)
Integrated Waste Management Planning projects.				
Level	Pts	Criterion : Methodology		
0	0	No response/ no documents submitted		
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects		
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and way risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.		
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects		
4	100	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs		

F.3.13 Acceptance of tender offer : In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) The tenderer has not:
 - Abused the Employer’s Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (e) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

- F.3.18** **Copies of contract :** The number of paper copies of the signed contract to be provided by the Employer is ONE. Bidders are also required to submit a SOFT COPY of their completed bid loaded onto a memory stick as part of their submission.

The additional conditions of tender are:

F.2.2.2 (Cost of tendering)

Replace this clause with the following:

"The cost of the tender documents charged by the employer shall be as per the Employer's current SCM Policy / Conditions of Targeted Procurement."

F.2.6 Acknowledge addenda

Add the following paragraphs to the clause:

"Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.24 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN

4000

F2.25 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

F.2.26 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

PART T2 : RETURNABLE DOCUMENTS

T2.1 : LIST OF RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Targeted Procurement Schedules.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	14
Certificate of Authority	15
Declaration of Municipal Fees	18
Compulsory Enterprise Questionnaire	19
MBD2 : Tax Clearance Certificate Requirements	21
MBD4 : Declaration of Interest	22
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	25
MBD8 : Declaration of Bidder’s Past SCM Practices	26
MBD9 : Certificate of Independent Bid Determination	28

Technical and Evaluation

Details of proposed methodology/demonstration of understanding paper	30
Details of experience of tenderer	31
Details of experience of the Principal Consultant	33

Contractual

Joint Venture Agreements (if applicable)	35
Record of Addenda to Tender Documents	36
Amendments, Qualifications and Alternatives	37
Form of Offer	39
Bill of Quantities / Priced Schedule of Activities	48

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekwini Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekwini Municipality
- City Government
- Administration
- Administrative Clusters
- Finance
- Supply Chain Management
- Accredited Supplier and Contractor's Database.

NOTES

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer’s responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [14](#) to [37](#)

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the **No clarification meeting** held for all tenderers at:

(location) **There will not be a briefing session however bidders are requested to send electronic mails for any enquiries related to the bid. E-mail enquiries must be sent between the 17 and 23 June 2022 before 4 pm.**

on (date) **N/A**

starting at (time) **N/A**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name :

Name :

Signature :

Signature :

Capacity :

Capacity :

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely :

Name :

Signature :

Capacity :

Date :

Time :

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.

In the case of one-man concerns, ID certificates are to be attached.

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached) taken on
..... 20....., Mr/Ms, acting in the capacity of
..... was authorised to sign all documents in connection
with this tender and any contract resulting from it on behalf of the company.

Chairman :

Date :

As Witnesses : 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
 hereby authorise Mr/Ms
 acting in the capacity of to sign all documents in connection
 with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as
 hereby authorise Mr/Ms
 acting in the capacity of to sign all documents in connection
 with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms , authorized signatory of the company,

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of

the business trading as

Signature of Sole owner :

Date :

As Witnesses : 1.

2.

DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
 (hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/>
Electricity	<input type="text"/>
Water	<input type="text"/>
Rates	<input type="text"/>
JSB Levies	<input type="text"/>
<u>Other</u>	<input type="text"/>
<u>Other</u>	<input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account’s and or agreements signed with the municipality.

- Where the TENDERER’S place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer)

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

The undersigned, who warrant that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise Name

MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

MBD 4 : DECLARATION OF INTEREST

1. No bid will be accepted from persons "in the service of the state"¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative
 - 3.2 ID Number of bidder or his or her representative
 - 3.3 Position occupied in the enterprise (dir, trustee, shareholder²)
 - 3.4 Company registration number
 - 3.5 Tax Reference number
 - 3.6 VAT registration number
 - 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
 - 3.10.1 If yes, furnish particulars

¹ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1 If yes, furnish particulars
- 3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars
- 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract YES / NO
- 3.14.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity number	State Employee Number	Personal income tax number *

Signed Date

Name Position

Enterprise Name

MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

		Tenderers are to circle applicable	
1.0	Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1	If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this document).		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this document).		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this document).		
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

I, the undersigned, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)

1.0 GENERAL

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the PPPFA.

1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The Employer reserves the right to require of a tenderer, 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 Employer.

1.3 The Employer reserves the right to require of a tenderer, 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 Employer.

Attach the B-BBEE Verification Certificate to the inside back cover of this document.

2.0 DECLARATION

2.1 B-BBEE Status Level of Contribution claimed:
(tenderer to complete)

2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

(i) what percentage of the contract will be subcontracted?%
(tenderer to complete)

(ii) the name of the sub-contractor?
(tenderer to complete)

(iii) the B-BBEE status level of the sub-contractor?
(tenderer to complete)

(iv) whether the sub-contractor is an EME? (circle applicable) YES / NO

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to circle applicable

- 1) Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).

YES NO

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

If yes, furnish particulars

- 2) Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

YES NO

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

If yes, furnish particulars

- 3) Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES NO

If yes, furnish particulars

Tenderers are to circle applicable

- 4) Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? YES NO

If yes, furnish particulars

.....

- 5) Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? YES NO

If yes, furnish particulars

.....

I, the undersigned, certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the following Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the **Cleansing and Solid Waste Unit : CLEANSING & SOLID WASTE UNIT**, do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

DEMONSTRATION OF UNDERSTANDING

Tenderers must explain their understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 8 pages and should be typed in Arial with a font size of 10.

The scoring of the approach paper will be as follows:

Criterion : Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
Level 4	100 pts	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TENDERER'S EXPERIENCE

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last twenty (20) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. **Proof of participation / case studies and contact details of clients of the relevant projects must also be provided.**

Note: Experience related to work done on IWMP's should include a **population estimate** if the Tenderer is to be scored for the projects listed.

The description for **Tenderer's Experience (part 1)** should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken
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The scoring of the tenderer's experience will be as follows:

Level	pts	Criterion: Tenderer's Experience (part 1) Weighted 20/50 pts
0	0	No Submission or Submission of no substance / irrelevant information provided. <i>[No information submitted]</i>
1	40	The Tenderer has limited experience. <i>[Experience in General Waste Management < 5 years]</i>
2	70	The Tenderer has relevant experience but, has not dealt with the critical issues specific to the assignment. <i>[5 years ≤ Experience in General Waste Management ≤ 7 years]</i>
3	90	The Tenderer has extensive experience in relation to the project and has previously worked under similar conditions and circumstances. <i>[8 years ≤ Experience in General Waste Management ≤ 10 years]</i>
4	100	The Tenderer has outstanding experience in projects of a similar nature and has extensive local experience. <i>[Experience in General Waste Management > 10 years]</i>
<p>Note 1: Projects of a similar nature that will be considered shall be one or a combination of General Waste Management experience understanding and will include but, is not limited to:</p> <ul style="list-style-type: none"> e. Waste Management facility planning, licensing, design and closure. f. Feasibility assessments/studies for waste facilities. g. Integrated waste management plans, master planning, etc. h. Research and development in the waste industry. 		

The description for **Tenderer’s Experience (part 2) Specific to Integrated Waste Management Plans**, should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken	Estimated Population Size
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Level	pts	Criterion: Tenderer’s Experience (part 2) – Specific to Integrated Waste Management Plans Weighted 30/50 pts
0	0	No Submission or Submission of no substance / irrelevant information provided. <i>[No information submitted]</i>
1	40	The Tenderer has limited experience. <i>[IWMP projects completed ≤ 3 with minimum 1 IWMP with a population ≤ 1 000 000 in size] over a 20 year period</i>
2	70	The Tenderer has relevant experience but, has not dealt with the critical issues specific to the assignment. <i>[4 ≤ IWMP projects completed ≤ 5 with minimum 1 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
3	90	The Tenderer has extensive experience in relation to the project and has previously worked under similar conditions and circumstances. <i>[6 ≤ IWMP projects completed ≤ 7 with minimum 1 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
4	100	The Tenderer has outstanding experience in projects of a similar nature and has extensive local experience. <i>[IWMP projects completed >7+ with minimum 2 IWMP with a population ≥ 1 000 000 in size] over a 20 year period</i>
<p>Note 1: Only IWMP’s will be considered as relevant project experience for Tender’s Experience (part 2). Projects of a similar nature that are considered as General Waste Management experience will NOT be considered as relevant project experience for Tender’s Experience (part 2).</p>		

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members’ / experts’ knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV’s are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
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The scoring of the experience of key staff will be as follows:

Criterion: Experience of Principal Consultant				
Level	Pts	Qualifications (5 pts)	General Waste management experience (15 pts)	Adequacy for the assignment (20 pts)
0	0	No Submission or Submission of no substance / irrelevant information provided.	No Submission or Submission of no substance / irrelevant information provided.	No Submission or Submission of no substance / irrelevant information provided.
1	40	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>ONLY and NOT</u> registered with ECSA / Professional body	Principal Consultant has limited levels of general waste management experience [0 – 3 years of experience]	Principal Consultant has limited levels of project specific education, training and experience [has limited project specific experience in IWMP projects = 1 IWMP]
2	70	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>AND</u> Professionally registered with ECSA / Professional body	Principal Consultant has reasonable levels of general waste management experience [4 – 7 years of experience]	Principal Consultant has reasonable levels of project specific education, training and experience [has reasonable project specific experience in IWMP projects equivalent to 1 < IWMP ≤ 3]
3	90	Bachelor of Science in Engineering / Environmental Science / Bachelor of Technology or equivalent <u>AND</u> Professionally registered with ECSA / Professional body <u>PLUS</u> project a project management qualification from a	Principal Consultant has extensive levels of general waste management experience [8 -10 years of experience]	Principal Consultant has extensive levels of project specific education, training and experience [has extensive project specific experience in IWMP projects equivalent to 4 ≤ IWMP ≤ 5 with minimum 1 IWMP with a population ≥ 1 000 000 in size]

Criterion: Experience of Principal Consultant				
Level	Pts	Qualifications (5 pts)	General Waste management experience (15 pts)	Adequacy for the assignment (20 pts)
		certified institution		
4	100	Masters, Doctorate of Science in Engineering / Environmental Science or equivalent <u>AND</u> Professionally registered with ECSA / Professional body <u>PLUS</u> project a project management qualification <u>AND</u> registered Project Management Professional certification or equivalent from a certified institution	Principal Consultant has outstanding levels of general waste management experience [> 10 years of experience]	Principal Consultant has outstanding levels of project specific education, training and experience [has outstanding project specific experience in IWMP projects > 5 <u>with</u> ≥ 2 IWMP with a population ≥ 1 000 000 in size]
<p>Note 1: Projects of a similar nature that will be considered shall be one or a combination of General Waste Management experience understanding and will include but, is not limited to:</p> <ol style="list-style-type: none"> Waste Management facility planning, licensing, design and closure. Feasibility assessments/studies for waste facilities. Integrated waste management plans, master planning, etc. Research and development in the waste industry. <p>Note 2: Project specific education, training and experience that will be considered shall be work completed for Integrated Waste Management Planning projects.</p>				

NAME OF PRINCIPAL CONSULTANT ASSIGNED: _____

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here.

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: PSC.2022/002.

Contract Title: Provision of Professional Services – Compile eThekweni Municipality's Third Integrated Waste Management Plan 2022 - 2027

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender 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 Value Added Tax is:

R..... (In words
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature (of person authorized to sign the tender) :

Name (of signatory in capitals) :

Capacity (of Signatory) :

Name of Tenderer (organisation) :

Address :

Witness:

Signature :

Name(in capitals) :

Date :

Note : Failure of a Tenderer to complete and sign this form will invalidate the tender

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

By signing this part of the 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 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill 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 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 (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: Deputy Head: [Cleansing and Solid Waste Unit](#)

3.4 & The authorised and designated representative of the Employer is: [Logan Moodley](#)

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : [031 322 4575 \(t\)](#)
- Fax : [031 322 2511 \(f\)](#)
- e-mail : Logan.Moodley2@durban.gov.za

The address for the Receipt of communications is: [22 Electron Road, Umgeni Business Park, Springfield, DURBAN, 4001](#)

1 The Project is : [PSC.2022/002.](#)
: [Provision of Professional Services – Compile eThekweni Municipality's Third Integrated Waste Management Plan 2022 - 2027](#)

1 Period of Performance : **96 working weeks (excluding public holidays and leave days)**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **Date of letter of appointment or agreed handover date**

3.4.1 Communications by e-mail **is** permitted.

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing

- Data.
- 3.12 The penalty per Day payable is : **R 1000** subject to a maximum amount of **R 500 000**.
- 3.15.1 The programme shall be submitted within **10 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **6 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 1 000 000**.
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) **Purchase of Software**
 - 2) **Signing licencing agreements**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **10 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **The hard and soft copies of the final IWMP document are handed to the Deputy Head: Plant and Engineering and the IWMP letter of endorsement is received from the competent authority.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **26 weeks**.
- 8.5 Suspension
- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **The South African Association of Mediators**.
Tel **031 322 4575** Fax **031 322 2511**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **The Association of Arbitrators**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 1 000 000**.

- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **the contract value**.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

The additional conditions of contract are:

ACC1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

ACC2 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

ACC3 RETENTION

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final ‘as-built’ drawings.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: Address : Telephone : Fax :

Ref / Clause Number	Data
---------------------------	------

5.3 The authorised and designated representative of the Service Provider is:

Name :

The address for receipt of communications is:

Address :

.....

.....

Telephone : Fax :

E-Mail :

5.5 & 7.1.2 The Key Persons and their jobs / functions in relation to the services are:

Name :

Specific Duties :

Name :

Specific Duties :

PART C2 : PRICING DATA

C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.3 Interim payments will be considered on submission of proof that the activity on the pricing schedule below has been completed and has been signed off by Deputy Head: Plant & Engineering
- C 2.1.4 Where a provisional sum has been provided in respect of *other professional* services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such each service to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
- C 2.1.5 Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Bill of Quantity.
- C 2.1.6 Tenderers are to note that only those recoverable expenses listed in the Bill of Quantity will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
- C 2.1.7 Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
- C 2.1.8 There shall be no separate travel expenses claim and the consultant to allow for travel allowances in the rates priced.
- C 2.1.9 Tenderers are to note that the planning for this contract is *based on a three (3) year budget* which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates

of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.

- C 2.1.10 Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
- C 2.1.11 The tenderer is to ensure Table 3.19: Outline of the scope of works relating to the various particular specifications is used in conjunction with the Bill of Quantities for pricing purposes.

C2.2 : PRICING SCHEDULE

SECTION 1 : ENGINEERING SERVICES - PLANNING, STUDIES, INVESTIGATIONS & ASSESSMENTS						
Item No	Payment Ref	Description	Unit	Quantity	Rate	Amount
		ENGINEERING SERVICES				
		Planning, Studies, Investigations & Assessments				
1,1	C.3.4.1, PSPA4, PSPB4	Inception, Review & Forecasting	Sum	1		
1,2	C.3.4.2, PSPA4, PSPC4, PSPD4, PSPF4, PSPG4	Status Quo / Existing Services Review	Sum	1		
SECTION 1 : TOTAL TO SUMMARY						
SECTION 2 : PROVISION OF NORMAL ENGINEERING SERVICES						
Item No	Payment Ref	Description	Unit	Quantity	Rate	Amount
		NORMAL SERVICES				
		Provide Engineering Services as described in the Scope of Work in respect of all stages:				
2,1	C.3.4.4, PSPA4, PSPB4, PSPC4, PSPE4, PSPF4, PSPG4	Goal Implementation Plans	Sum	1		
2,2	C.3.4.5, PSPA4 - PSPH4	Revised Masterplan / Strategic Development	Sum	1		
2,3	C.3.4.6, PSPC4, PSPD4	Centralised Collection Round Database	Sum	1		
2,4	C.3.4.7	Compile & Deliver Final Documents and Copies	Sum	1		
SECTION 2 : TOTAL TO SUMMARY						

SECTION 3 : ADDITIONAL SERVICES						
Item No	Payment Ref	Description	Unit	Quantity	Rate	Amount
		ADDITIONAL SERVICES				
3,1	C.3.4.3	Stakeholder Consultation	Sum	1		
3,2	PSPH4	Digital Platform	Sum	1		
SECTION 3 : TOTAL TO SUMMARY						
SECTION 4 : RECOVERABLE EXPENSES						
Item No	Payment Ref	Description	Unit	Quantity	Rate	Amount
		RECOVERABLE EXPENSES				
4,1	PSPC4.2	Route Optimisation Modeling Software	Prov Sum			R 200 000,00
4,2	PSPC4.2	Overheads, charges & profit on item above	%	R 200 000,00		
SECTION 4 : TOTAL TO SUMMARY						

SUMMARY OF BILL OF QUANTITIES						
SECTION	DESCRIPTION					Amount
1		ENGINEERING SERVICES				
2		NORMAL SERVICES				
3		ADDITIONAL SERVICES				
4		RECOVERABLE EXPENSES				
SUB-TOTAL SECTIONS PART 1 - PART 4						
ADD 10% CONTINGENCIES						
SUB-TOTAL SECTIONS PART 1 - PART 4 INCL. CONTINGENCIES						
ADD 15% VAT						
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE						

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

In terms of National Legislation all Municipalities must compile an Integrated Waste Management Plan which must be reviewed annually and amended every five years. On the back of this legislation the tender is being let.

Initially under the White Paper on Integrated Pollution and Waste Management for South Africa (IPWMSA) and in terms of the National Waste Management Strategy, which were written to comply with Sections 23 to 37 of the Municipal Systems Act 2000 (Act 32 of 2000), all local authorities were required to compile an Integrated Waste Management Plan (IWMP) by July 2004. Furthermore, with the promulgation of the Waste Act in 2008 (Act 59 of 2008) it was made compulsory for tiers of government to run waste management in terms of an Integrated Waste Management Plan (IWMP).

eThekweni Municipality has compiled it's second IWMP for the period 2016 to 2021. Whilst the eThekweni Municipality submitted the IWMP in 2016, the submission was only endorsed late 2018 and received in 2019. During the elapsed time of awaiting final endorsement from the competent authority, there has been several and substantive revisions to the National Legislation and as a result the overall objective is to revise and align eThekweni's third IWMP 2022-2027 to latest legislation/requirements.

C3.2 EMPLOYER'S OBJECTIVES

The Cleansing & Solid Waste Department is embarking on its third IWMP that will be valid for the 5-year period 2022 to 2027 ensuring that it is compliant with National Legislation. The goals set out in the IWMP are required to be sufficiently detailed in the report to be able to utilize the report as a submission to support feasibility assessments and apply for implementation funding. The round collection records are currently decentralized which makes it difficult to manage and compare. A central data base is required to enhance collection efficiency. The overall objective of this works is to build on the current IWMP but detail an improved waste management strategy from source to final disposal. These will include shifting away from Business as Usual towards the new order of waste management solutions. Therefore, a professional service provider, well experienced in solid waste management (planning, design, implementation), is required to assist the Employer in achieving this objective.

C3.3 DESCRIPTION OF THE SERVICES

The successful tenderer will be required to review the two previous IWMP's for the Cleansing & Solid Waste Unit, of the eThekweni Municipality, and compile the third IWMP for the period 2022 to 2027 which must be fully compliant with the requirements of Chapter 3 Section 11 of the Waste Act 2008 (Act 59 of 2008) as well as Section 12, which outlines the content of an IWMP and Section 13, which stipulates the reporting mechanism.

The successful service provider will have to:

- Review the current situation in the form of a Status Quo Assessment and understand where the

City would like to be in terms of waste management. The expected output would be to transition from landfilling towards waste treatment and waste beneficiation, initially focusing on 'quick wins' that could be implemented in the short terms with economic, operational, and environmental benefits for the City with a gradual increasing focus in areas such as the treatment of mixed MSW.

- Provide a new document that will set out how this could be achieved, indicating the challenges and the predicted associated costs informed by Life Cycle Cost Analyses.
- To deliver goal plans that are practical and achievable using triple bottom line assessments (economic, environmental, and social) which are sufficiently detailed to enable them to be used as motivation for funding and, to provide a centralized data base of balanced refuse collection rounds for the whole city which constitute a "fair" days' work.

C3.4 EXTENT OF SERVICES

The Plan of Study has been divided into a number of Phases, outlined below, and should be considered in conjunction with Table 3.19: Outline of scope of works relating to particular specifications. Furthermore, the extent of services should be priced according to their respective activity schedules.

C3.4.1 Inception, Review and Forecasting

Works would include but is not exhaustive:

- Project Inception and client discussions
- Legislative overview – to understand the changes in legislation that impact the key drivers for the IWMP
- Review the framework of the strategy to check that it is compliant
- Review what changes have taken place Institutionally that will impact the IWMP going forward
- Review of data and other relevant documentation
- Quantification of waste volumes, classification, and prediction of change with time
- Forecasting / Confirming and updating Options / Goals
- Options Review

C3.4.2 Status Quo / Existing Service Review

Works would include but is not limited to:

- Existing Services - Review if any changes have occurred.
- Existing Infrastructure (landfill, transfer, 'drop offs', 'buy-backs', treatment facilities, etc.) - Review resources available and whether they are adequate to enable service provision over the next five years.
- Assessing the collection regime (for residential, commercial, and recycling).
- Review current, historical, and future service costs and compare to tariffs. Works will include a

business recovery strategy/model to improve the business bottom line.

C3.4.3 Stakeholder Consultation

The process must allow for internal and external consultations:

Internal:

- Executive
- Operations
- Strategic & new Areas
- Plant & Engineering
- Unions
- Councilors
- Departments / Units that CSW interact with

External:

- Authorities
- I & AP's
- Rate Payers / Communities

C3.4.4 Goal Implementation Plans

Works would include but is not limited to:

- Review current goals and compile new goals.
- Compile individual plans that will achieve the goals.
- Set the timelines for goal implementation.
- Detail required resources, both material and human.
- Calculate capital funding requirements over a 15-year period.
- Calculate operational expenditure for the next 15 years.

C3.4.5 Masterplan / Strategy Development

Works would include but is not limited to:

- Introduction & Background / Context
- Executive Summary
- Detail Existing Services, Infrastructure, Resources
- Detailed overview of all options to confirm relevance
- Setting out of preferred options with detailed explanation of the rationale
- Compile the implementation plans for each goal
- Recommendations for future route optimisation considering City Expansion
- Financial Implications both Capital & Operational
- Recommendations on By-Laws update

- Highlight possible direction that National legislation will direct the city and the inherent weaknesses
- Develop Implementation Plan

C3.4.6 Centralised Collection Round Data Base

Works would include but is not limited to:

- Collecting all round information from the three departments (Operations, Strategic & New Areas, Plant & Engineering).
- Liaise with Corporate GIS Department on the optimum method of creating the database
- The rounds database should include maps, road name lists and tonnage.
- Train at least three DSW staff on the system.
- Develop a best practice document on round balancing to be used as knowledge base on the topic and for training.

C3.4.7 Compile and deliver document

- Two electronic Master Copies are required to be used for review in future years.
- Ten hard copies in full colour are required
- Ten electronic pdf copy CD's / USBs are required
- Compile a PowerPoint or similar presentation covering all aspects of the IWMP for use by DSW.

C3.4.8 Software Provisional Sum

A Provisional Sum in the amount of R200 000 has been allowed for in the event that CSW should have to purchase the round balancing/route optimisation software. However, if this amount is not utilised for the purchase of software this amount will be withheld and deducted from the total tender amount.

C3.5 USE OF REASONABLE SKILL AND CARE

The service provider's attention is drawn to the fact that many hazards and potential dangers exist in a typical large municipal waste management service. Safety of persons and property is of paramount importance; hence no disruption of daily operations can be allowed.

The service provider is therefore required to provide all aspects of the service with reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The tenderer is expected to exercise reasonable skill, care and to provide appropriately trained staff when compiling the third eThekweni Cleansing and Solid Waste Integrated Waste Management Plan. Only those personnel listed in the tender document may be utilized unless agreed upon in writing by the Deputy Head: Plant & Engineering.

C3.6 CO-OPERATION WITH OTHER SERVICE PROVIDERS

The successful tender is expected to work as part of a team on selected specialist projects that include the following but not limited to:

- Close liaison with eThekweni's GIS Department will be required in order to comply with the Municipality's corporate policy.
- C&SW management team to detail works either through Delphi working groups, interviews or structured workshops as deemed necessary by the service provider
- Other appointed professional service providers such as the landfill consultants, landfill gas to electricity professional teams etc.
- Close liaison with selected city support departments such as the energy office, climate change, strategic office etc.

C3.7 REFERENCE DOCUMENTS

The successful Service Provider will have access to the previous two IWMP's as well as any Status Quo and Waste Stream Analysis information available. Furthermore, they will be granted access to any of the existing databases as deemed necessary for the purpose of this works.

A useful document to refer to is:

Guidelines for the development of Integrated Waste Management Plans, which can be found on the following URL;

www.environment.gov.za/sites/default/files/legislations/integratd__waste_management_guidelines.pdf

A useful site is www.sawic.org.za, in particular <http://iwmp.sawic.org.za>

The service provider shall ensure that cognizance of all applicable national and international norms and standards are taken in execution of his/her works and that of his/her sub-consultants/contractors in the design and implementation of projects. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

C3.8 APPROVALS

A copy of the completed document is to be submitted to the Department of Economic Development, Tourism & Environmental Affairs as a letter of acceptance / endorsement is to be issued by the aforementioned department.

C3.9 ACCESS

CSW has numerous sites, depots, offices, and buildings throughout eThekweni which may have to be accessed by the successful tenderer. At the Inception Meeting a list of Managers will be provided and the service provider is to make contact prior to arriving at any venue.

C3.10 PLANNING AND PROGRAMMING

The successful tenderer is to provide a work programme Gantt chart covering all aspects of the tender's scope of works within **10 days** of the commencement of the contract. The programme should highlight key milestones such as the date of completion of various activities as per the scope of works and should outline the workflow that will be followed.

C3.11 COMMUNICATIONS

The successful Tenderer may communicate with the Deputy Head: Plant & Engineering as and when necessary either by phone, e-mail (preferred) or face to face, but a management meeting will be held every two weeks to discuss progress and any other issues. Minutes of each meeting must be captured by the service provider, distributed within 3 days, and ratified at the subsequent meeting. All requests for formal approvals from the Employer, or any other body, shall be submitted in writing in hardcopy format.

Interim progress payment certificates/claims shall be submitted in the same format, accompanied by an original tax invoice.

All plans / drawings and authority documents are to be submitted in both hardcopy and electronic format.

C3.12 KEY PERSONNEL

Only the personnel listed in the tender document may be utilized on the project. Should it be necessary to replace any of the key personnel listed at the time of tender during the course of this contract, then they may only be replaced by individuals with equally similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer's Representative i.e., Deputy Head: Plant & Engineering.

C3.13 ELECTRONIC PAYMENTS

Only details available on the eThekweni registration platform will be used to make payments. Ensure that all relevant registration data is correct prior to submitting the tender.

C3.14 PAYMENT CERTIFICATES

Payment certificates may be submitted during the course of the contract, but payment will only be made on achievement of the milestones set out in the pricing schedule to the satisfaction of the Deputy Head: Plant & Engineering.

C3.15 MANAGEMENT MEETINGS

C3.15.1 Progress Meetings

During the performance period of the contract, the Service Provider will be expected to attend fortnightly progress management meetings with the Employer's team, convened for the purpose of managing this contract. The Service Provider is expected to present proposals, project progress, stakeholder issues, environmental compliances etc. and take direction from the Employers technical team. Minutes of each meeting must be captured by the Tenderer, distributed within 3 days and ratified at the subsequent meeting.

C3.15.2 Stakeholder Meetings

The Service Provider will be expected to contribute to and attend stakeholder meetings which is general but not limited to CSW management, Union Representative, other city support units and selected external groups. It is expected that the Service Provider will present any related project feedback and address or respond to any queries that may arise out of the compiling of the third IWMP 2022-2027.

C3.15.3 Ad Hoc Meetings

The Service Provider will be expected to attend ad hoc meetings from time to time as and when needed, with the Employer, stakeholder groups, other service providers or authorities, to address specific issues (community, compliance, etc.) as and when the need arises.

C3.15.4 General

The Service Provider shall be represented at all meetings by at least one key personnel, preferably the Principal Lead Consultant. The Service Provider shall provide secretarial services (for record keeping purposes) at all management meetings as per items C3.15.1 to C3.15.4 above.

C3.16 LEGISLATION

The below listed legislation, which may not be exhaustive, has a direct impact on IWMP's and must be considered at all times

- The Constitution (Act 108 of 1996)
- National Environmental Management Act 107 of 1998
- National Environmental Management Amendment Act 62 Of 2008
- Environment Conservation Act (Act 73 of 1989)
- Dept. of Water Affairs supports the Environment Conservation Act (Act 73 of 1989)
- National Environmental Act: Waste Act (Act 59 of 2008)
- National Environmental Management: Waste Act (Act No.59 of 2008): List of Waste Management Activities that has or is likely to have a detrimental effect on the environment. Government Notice 32368, 3 July 2009
- National Environmental Management: Waste Act, (Act No.59 of 2008: National Domestic Waste Collection Standards, Government Notice 33935, 21 January 2011
- National Environmental Management: Waste Act, (Act No. 59 of 2008: National Waste Information Regulations, Government Notice 35583, 13 August 2012
- National Environmental Management: Waste Act, (Act No.59 of 2008: Waste Classification and Management Regulations, Government Notice 36784, 23 August 2013
- National Environmental Management: Waste Act, (Act No.59 of 2008: National Norms and Standards for the Assessment of Waste for Landfill Disposal, Government Notice 36784, 23 August 2013
- National Environmental Management: Waste Act, (Act No.59 of 2008): National Norms and Standards for Disposal of Waste to Landfill, Government Notice 36784, 23 August 2013
- National Environmental Management: Waste Act, (Act No.59 of 2008): National Norms and Standards for Remediation of Contaminated Land and Soil Quality: Government Notice 37603, 2 May 2014
- National Environmental Management: Waste Act, (Act No.59 of 2008): National Norms and Standards for the Storage of Waste: Government Notice 3926, 29 November 2013
- National Waste Management Strategy, Government Notice 35306, 4 May 2012
- National Water Act (Act 36 of 1998) (and Particular Sections of Water Act (Act54 of 1956 not repealed)
- National Environmental Management: Air Quality Act 39 of 2004
- Local Government Transition Act 209 of 1993
- Health Act (Act 63 of 1977)
- Hazardous Substances Act (Act 15 of 1973 as amended)
- Municipal Systems Act (Act 32 of 2000) and Amendment (Act 7 of 2011)
- Municipal Demarcation Act 27 of 1998
- The Development Facilitation Act 67 of 1995
- White Paper on Environmental Management Notice 749 of 1998

- White Paper on Integrated Pollution and Waste Management for South Africa of 2000
- National Policy for the Provision of Basic Refuse Removal Services to Indigent Households, Government Notice 34385, 22 June 2011
- eThekweni Municipality Refuse Removal By-Laws (Provincial Gazette No. 6133, 17 October 2002)
- Municipal Finance Management Act (Act 56 of 2003)
- Occupational Health and Safety Act (Act 85 of 1993)
- Municipal Waste Sector Plan (March 2012)
- Generally Accepted Accounting Practices (GRAP)
- National Treasury Guidelines
- IDP 2017/2018 to 2021/2022

C3.17 EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance / negligence of the Service Provider.

C3.18 PARTICULAR SPECIFICATIONS - PROJECT

In order to assist the tenderer in understanding the complexity of an IWMP and hence assist in compiling the team that will be required to address the complexities the following is the current thinking of CSW as to what outcomes should be included in the third IWMP. The thinking is neither exhaustive nor cast in stone but merely provided in order for tenderers to have a clearer understanding of what outcomes are expected and thus have a basis on which to determine the pricing.

It is envisaged that the professional team would have to consist of several disciplines such as waste management, engineering, business analysis, economics, transportation, environmental, health & safety and accountancy in order to be able to address the complex issues that make up an IWMP. eThekweni Municipality does not want to merely comply with legislation but to have a document that is practical and implementable with a clear strategy and plan.

The IWMP should follow more closely that of the eThekweni's first IWMP rather than the second. i.e., scenarios need to be documented to indicate a thought process has been followed. Consideration given to each one and then select the preferred one as the plan.

Issues that need to be addressed are:

How is the City going to expand over the next 15 years, which areas, what is the most likely composition of the communities in these areas, commercial, industrial, residential (high / low income), informal, thus

what type of waste can be expected, what volume of waste is predicted, what impact, if any, will this expansion have on existing areas (e.g. the impact that the “Umhlanga CBD” has had on the Durban CBD). How fast is this expansion expected to take place (short term / long term)?

Given the predicted expansion above are the current CSW facilities sufficient or are new facilities required. What new facilities, (depots, transfer stations, garden refuse sites etc.) are required and where should they be situated to best serve CSW's requirements. How can suitable land parcels be set aside in the town planning schemes?

Determine waste production statistics by community type (formal / informal housing, high / low income, commercial, industrial etc.) which can be utilised in the scenarios to predict waste volumes that will have to be managed.

Split the City into small land parcels, say 1km x 1km, determine what the community make up is in that land parcel and using above data to estimate the volume of waste that will be produced and then determine which will be the most economical drop off point (i.e., direct to landfill, to transfer station etc.). Considering the capital and operational costs is it in the City's best interest to construct additional transfer stations or should existing ones be shut down. Utilising this information, create the daily collection rounds and record them both graphically and by listed road name on a central data base that can be viewed by anyone but only updated by authorised staff to be identified.

eThekweni Municipality is in a reasonably fortunate position of having available landfill air space for the medium term. However, there are unlikely to be any additional sites other than those already identified which would be suitable and therefore the city must do all it can to utilise the air space effectively and take the opportunity to plan what will be done to extend the life of the landfills and what technologies will be utilised once the landfills close.

Although the planning had been done and applications timeously submitted, the City has only recently received authority to construct the Shongweni Landfill. This has come at a time when the Mariannhill Landfill has already reached capacity, thus one of the scenarios has to be how the waste from the western regions is managed in the short term and which areas should switch to delivering waste to Shongweni, given that Shongweni Landfill will only be operational in some five years' time. Additionally, one needs to look at rate of filling of Lovu landfill and determine the scenario after Lovu reaches capacity.

National Legislation is pushing to ban certain wastes from landfills and the City needs to understand the impact of these prohibitions at all levels i.e. social, economic and environmental. Should the City merely plan for these bans or actively lobby for a different position by Government. In this vein the City needs to determine the impact (socially, economically & environmentally) on removing all “Green” waste and also the impact of removing inert / building rubble from landfilling.

Should legislation change and Municipalities are allowed to generate electricity at what price would a

waste to energy project become viable and which is the most appropriate technology to use for this purpose.

In all cases the bottom triple line needs to be addressed (Social, Economic & Environment). The capital and operational costs for 15 years need to be included and short- and long-term benefits need to be clearly explained.

All goal plans need to be compiled such that they can be utilised individually to motivate for funding to implement the goals.

The proceeding specification section provides the guide to the tenderer on the expected quality of the various outputs and in no way not limiting on items that may have been overlooked by the city. It is the responsibility of the consultant to fully interrogate the IWMP works based on their experience and competence. Table 3.18 and Table 3.19 below provides a guide on allowances to be made from the Project Specifications linked to Scope of Works and it is the responsibility of the consultant to fully analyse and incorporate into the pricing schedules.

Table 3.18

Part	Particular Specification - Project
PSPA	System Analysis
PSPB	Waste Characterisation
PSPC	Round Balancing / Collection Optimisation
PSPD	Mapping
PSPE	Waste To Resource Strategy
PSPF	Alternative Technology & Resilient Investment Planning
PSPG	Strategic Pathway
PSPH	Digital Platform

The following table should be used in conjunction with the extent of services required as well as the individual particular specifications to ensure accurate pricing is provided by the Service Provider.

Table 3.19: Outline of the scope of works relating to the various particular specifications.

Reference	Scope	Output	Particular Specification
C.3.4.1	Inception, Review & Forecasting	Project Inception and client discussions	
		Legislative overview – to understand the the changes in legislation that impact the key drivers for the IWMP	
		Review what changes have taken place Institutionally that will impact the IWMP going forward	
		Review of data and other relevant documentation	
		Quantification of waste volumes, classification and prediction of change with time	PSPB
		Forecasting / Confirming and updating Options / Goals	PSPA
		Options Review	PSPA
C.3.4.2	Status Quo / Existing Services / Legislation Review	Existing Services Review if any changes have occurred	PSPA
		Existing Infrastructure (landfill, transfer, ‘drop offs’, ‘buy-backs’, treatment facilities, etc.) review resources available and whether adequate to enable service provision over the next five years	PSPD
		Assessing the collection regime (for residential, commercial and recycling)	PSPC, PSPD
		Review current, historical and future service costs and compare to tariffs. Works will include a business recovery strategy/model to improve the business bottom line.	PSPF, PSPG
C.3.4.3	Stakeholder Consultation	Internal I & A Ps	
		External I & A Ps	
C.3.4.4	Goal Implementation Plans	Review current goals and compile new goals	PSPE, PSPF, PSPG

Reference	Scope	Output	Particular Specification
		Compile individual plans that will achieve the goals	PSPA, PSPB, PSPE, PSPF, PSPG
		Set the timelines	
		Detail required resources both material and human	PSPF
		Calculate capital funding requirements over a 15 year period	PSPF, PSPG
		Calculate operational expenditure for next 15 years	PSPC, PSPF, PSPG
C.3.4.5	Revised Masterplan / Strategy Development	Introduction & Background / Context	
		Executive Summary	
		Detail Existing Services, Infrastructure, Resources	
		Detailed overview of all options to confirm relevance	
		Setting out of preferred options with detailed explanation of the rationale behind this	PSPA - PSPH
		Compile the implementation plans for each goal	
		Recommendations for future route optimisation taking into account City Expansion	PSPA, PSPD
		Financial Implications both Capital & Operational	PSPF, PSPG
		Recommendations on By-Laws update	
		Highlight possible direction that National legislation will direct the city and the inherent weaknesses	
		Develop Implementation Plan	PSPA - PSPH
C.3.4.6	Centralised Collection Round Data Base	Collect all round information from the three departments (Operations, Strategic & New Areas, Plant & Engineering).	
		Liase with Coporate GIS Department on the optimum method of creating the database	PSPC, PSPD

Reference	Scope	Output	Particular Specification
		Once decided create the rounds database including maps, road name lists and tonnage.	
		Train at least three DSW staff on the system.	
		Develop a best practice document on round balancing to be used as knowledge base on the topic and for training.	PSPC, PSPD
C.3.4.7	Compile and deliver final document and copies	Two electronic Master Copies are required to be used for review in future years.	
		Ten hard copies in full colour required	
		Ten electronic pdf copy CD's / USB's required	
		Compile a powerpoint or similar presentation covering all aspects of the IWMP for use by DSW.	
C.3.4.8	PC Sum for purchase of Route Optimisation Software	Provisional Item if Software to be purchased and Cannot be prgrammed in ARCGIS Pro	PSPC

PART PSPA : SYSTEMS ANALYSIS

PSPA.1 Scope

This particular specification provides a guide to the expected scenario analysis process where all cost influences on the waste management service offered by the city are compared relative to each other.

PSPA.2 Key Considerations

The professional service provider is expected to consolidate the scenario analysis by ensuring flexibility of computing different iterations on a continual basis. These are to be allow for “what if” scenarios analysis so as to support CSW and inform decision making on its strategy.

The systems analysis is to be iterated and presented in a graphical format, preferable on a Geographic Information System (GIS) or similar, to facilitate ease of data input and visual representation of the various simulation calculations. This tool approach is required by CSW to mitigate tedious calculations and to work smart and efficiently. It is expected that such works will lead the consultant to develop a simulation model that factors in all cost parameters such as logistics in the waste value chain (noting that transportation is a major cost driver for DSW) and provide a triple bottom line assessment (financial, environmental, and social) for developing a long-term waste management strategy. The scenarios will not be limited to airspace diminishing and resulting diversion of waste flows to facilities, facility closures, new facilities, waste beneficiations and treatment etc. and is to be developed in collaboration with eThekweni's GIS Department.

The simulation model and its application in computing the system analysis is seen to add value to the IWMP to support decision making at a high level at relatively low costs and quickly.

Officials of DSW will have to be trained on the use of the simulation model. It is expected that the consultant provided a best practice document in the development of this model for training as well as the principles applied in the works.

This particular specification has to be compiled in conjunction with the overall master plan thinking of CSW. The trajectory is to assist the client transition from challenging waste time through the scenario planning/iterations that are practical, achievable and adopts an integrated approach to support credible and bankable projects.

PSPA.3 Data

Data input requirements for the systems analysis will have to be based on a combination of CSWs existing records, field verifications, desktop reviews etc. however the consultant is expected to work closely with the DSW team in formulating the various databases required to realise this works.

PSPA.4 Measurement & Payment..... **Sum**

The consultant is to make allowance for all time of the various skilled personnel, development time including travel and other related costs with profits and is to ensure that the deliverables as set out in PSPA.2 is fully met. This works will form part of the works included in the item C3.4.1, C3.4.4 & C3.4.5.

PART PSPB : WASTE CHARACTERISATION

PSPB.1 Scope

This particular specification provides an understanding to the fundamental waste characterisation/composition study required.

PSPB.2 Key Considerations

A waste characterisation study is considered critical by CSW to understand the waste DNA/composition in terms of informing alternative waste management targeted strategies such as reduction, diversion, beneficiation programming, treatment etc.

CSW undertook a very high-level waste composition study in its first Integrated Waste Management Plan (IWMP) as early as 2002 (some 18 years ago) and has since never been updated. The methodologies used at the time on reflection is argued to have been very high level and not fully representative. Moreover, whilst the South African guiding environmental legislation aspires to higher order waste management solutions, the reality is that the city is lacking an in-depth understanding of exactly what makes up eThekweni’s waste streams from quality, quantities, and compositions, not only as a snapshot but one that covers all seasons and provides confidence in making informed decisions of alternative waste solutions.

It is expected that the methodologies to be adopted by the consultant are based on international best practices and will cover multiple sampling occasions. CSW will accommodate a sampling process ranging from waste collection to utilising a facility recommended by the consultant to process sorting and related activities linked to the waste characterisation study. The duration of the study is expected to be at **minimum** covering **one financial year i.e., four seasons**.

PSPB.3 Data

The methodology is expected to be agreed in consultation with CSW however the consultant is to provide all labour support to undertake this study. CSW will be open to build in any synergies to enhance the final product however the consultant must allow for the full scope to meet the end requirement.

PSPB.4 Measurement & Payment

Sum

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits. All associated support resources that maybe required such as tools, sorting resources, lab tests etc. are to be allowed for. CSW will make

available space at its facilities where safe and practical to accommodate and large plant such as loaders/TLBs if available.

CSW is willing to accommodate the successful tenderer at its Electron Road Transfer Station for the purposes of this study. This will allow the tenderer to conduct sampling, for the various regions, at the point of disposal before landfilling. The consultant is however required to propose an appropriate methodology to ensure the end deliverable is achieved. The results from this study will be used to inform budgetary and institutional changes including changes to the organisational structure.

The consultant is to ensure that the deliverables as set out in PSPB.2 is fully met. This works will form part of the works included in the item C3.4.1, C3.4.4 & C3.4.5.

PART PSPC : ROUND BALANCING / COLLECTION OPTIMISATION

PSPC.1 Scope

This particular specification provides the round balancing and mapping detail required for ensuring efficient utilisation of resources complimented by graphical representation for CSW to visualise waste collection rounds.

PSPC.2 Key Considerations

CSW historical implemented resource optimisation and efficient utilisation in what is termed “round balancing”. However key staff who understood the round balancing concepts have since retired and there has been limited transfer of institutional memory for business continuity. CSW's second generation IWMP also identified this as an intuitional risk and a high-level round balancing plan was populated but has not been fully implemented. A contributing factor that is seen to inhibit the full implementation has been attributed to a lack of understanding and adequate engagement with different levels of staff. Therefore, it is a requirement for the consultant to develop a round balancing best practice guide which will detail the principles of round balancing for efficient utilisation of waste management resources. The main purpose of this exercise is to effectively manage the City's resources to ensure adequate resources are allocated to the various catchments.

A tool is to be developed which programmes the fundamentals in round balancing so as to use as an application to process waste management services for a catchment. The resource calculated outputs will be the guide offered to the respective waste manager to plan, control, and monitor the waste service provided. The consultant is expected to gather the understanding from key CSW staff and compile the required outcomes. Furthermore, on completion of the round balancing, the consultant is to provide a document which sets out the methodology and justifies any assumptions made in the development of the tool.

Round balancing is not an exact science / calculation as there are several factors that impact the waste collection process. These factors will in general be similar within a City, but each region / area will have its own unique influences. A number of factors contribute to / influence the calculations for round balancing. Listed below are guideline factors and some commentary on the issues within the factors but not limited to:

a) Vehicles

The type of vehicle used in the collection of waste determines how much waste can be collected in a single trip. In all cases one has to keep in mind that the Road Traffic Act has to be complied with. Thus, axle loading (especially the rear axle) must have special attention.

Open Bodied Vehicle (such as a street sweeping cage truck) do not have a mechanism to compact the waste so the volume of the truck is pretty much the volume of the waste that can be collected. One may get slightly better loading if one stands on the bags as they are loaded and there may be some compaction under the waste's own mass but nothing substantial.

Compactor Vehicles (such as: Rotorpress, M150, C200, heil 5000, HC 250) have the ability to compact waste so that a much greater volume of waste can be loaded into the vehicle than the actual volume. Whilst not exact due to the variability of waste collected rear-end loaders have a 3:1 compaction ratio and Rotorpresses as high as 5:1. The M150 used by CSW has a body capacity of 10,5m³ and would thus be able to collect approximately 30m³ of waste. A C200 has a capacity of 19 m³ and thus able to load approximately 55m³ of waste. A Rotorpress has a 20 m³ capacity and therefore would be able to load close to 100m³ of waste. So, this is an important factor to be used in the calculation.

b) Receptacles

The type of receptacle determines how much waste can be held ready for collection. Wheeled Containers various sizes are available, the most common are 120L, 240L, 600L and 1100L. In selling a refuse contract one has to keep in mind that the bin lifters on the vehicles have a limited lifting capability and if this is exceeded one will not be able to load the container. So, if a waste generator has a large volume of glass bottles one will have to limit the size of the containers as if one fills a 1100L container with glass the lifters will not be able to load it. For this reason, CSW has limited the bin capacity to a Maximum of 600L and the vast majority of containers are 240L.

Bags used by CSW are designed to line a 90L dustbin. So, if the bag is full then the bag would have 90L of waste or 0,09 m³. In designing the bags one want's them to be strong enough not to break on the short trip from the dustbin to the curb but once loaded into the compactor one actually want's the bag to break in order to reduce the amount of air trapped in each bag as this will reduce the effectiveness of the compaction effort.

c) Distances Travelled

Distances that need to be known are:

- Distance from the depot to first round collection area.
- distance travelled within the collection area.
- distance from collection area to disposal facility (whether that is a transfer station or landfill).
- distance from disposal facility to next collection area, (number of times depends on the day's work).
- distance from disposal facility to depot on the final round.

The consultant will be expected to gather this information through physically measure of these distances. Recommendations for the use of technology in future applications will be expected as well to grow the resilience of the exercise and or by using mapping.

d) Number of collection Points

In order to start round balancing, one needs to know how much waste there is to be collected. As previously stated, the most accurate method is to go into the field and count the number of houses (high, medium, low income), blocks of flats, businesses, informal settlements, schools etc. If one trusts the census information one can use this to determine the above, one can obtain the information from Town Planning. One can also obtain orthophotos and determine the numbers off the photos. Google Maps can be used but be careful of the year the photos were taken.

e) Staffing

The number of people one requires on a team depends on a few factors:

- The capacity of the vehicle
- Type of receptacles and number of each type
- Whether the 240L containers are pulled out of bin areas and returned or whether they are already on the curb side and are left after servicing.

f) Time Available

Round balancing is determined by the amount of time available for collecting. At eThekweni CSW works and 8-hour shift, 5 days a week. Any time worked after 8 hours or on the week-end is considered overtime and there is an additional cost if the standard time is exceeded

PSPC.3 Data

The consultant in order to detail and compile the round balancing exercise has to gather a substantial amount of information. In some instances, the true / actual figures may not be known exactly and therefore “well founded” assumptions have to be made / used. These would have to be discussed and agreed with the CSW representative.

The consultant is to obtain confidence in the data collection by undertaking actual counts and timing in the field. However, in order for this to be successful the consultant has to develop a firm term of reference and methodology for exercise and has to understand the process and record accurately. The allocated consultant staff also has to be strong enough to be able to stand up to the pressure that the collection crew may bring to bear in order to influence the outcome. Whilst in field measuring is the most accurate

method there are other methods of collecting the information which provide sufficiently accurate outcomes as to be acceptable.

Whichever method is used the proposed solution must be tested in the field and this requires someone with authority to observe the operation and judge whether the proposed solution is accurate or make the necessary adjustments.

The data is to be then mapped on a GIS software or equivalent for graphical representation as covered under PSPD: Mapping particular specification. The round balancing and route optimisation outputs as an end result from the consultant can be by exploring the functionality on ARCGIS however if not fully compatible then purchase of a Route optimisation software is allowed for as a PC Sum.

PSPC.4.1 Measurement & Payment – Round Balancing / Optimisation.. Sum

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits and is to ensure that the deliverables, as set out in PSPC.2, is fully met. This works will form part of the works included in the item C3.4.2, C3.4.5 & C3.4.6.

The Provisional Sum allowed for covers the cost of the items with percentage mark up for the Service Provider’s overheads, profits, and charges on works only upon instruction from the Engineer / Employer. The Service Provider is not entitled to claim the full provision but shall submit a realistic proposal based on the requirements of the project which may be accepted, or rejected, at the sole discretion of the Employer.

PSPC.4.2 Measurement & Payment – Route Optimisation Software Prov Sum

The provisional sum provided in respect of Route Optimisation Software - This amount may be omitted in part or in full should the services, etc., if not be required. Where services are to be sub-contracted out by the Service Provider, it is encouraged that typically three (3) quotations are invited from suitably qualified sub-consultants/contractors. A mark-up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of services not specifically itemised in the Schedule of Quantities.

PART PSPD : MAPPING

PSPD.1 Scope

This particular specification provides the mapping expectations that has be allowed for by the consultant. It provides a guide to the consultant on allowances but moreover the integration of the IWMP works onto a mapping platform.

PSPD.2 Key Considerations

CSW following its first generation IWMP utilised "GIS ArcView" for mapping of all rounds which provided a significant improvement from a planning and co-ordination point of view. Such mapping was populated by the appointed consultant at the time with limited internal transfer of skill. Therefore, in this third generation IWMP, it is a requirement that the consultant trains key staff to utilise GIS software or similar to create, edit, delete, add rounds and graphically present information for implementation.

CSW has in consultation with the city's Information Management Unit (IMU) requested access for the City's GIS system to ensure compatibility with the works. It is understood that the consultant is work closely with a IMU rep in ensuring the GIS works from this tender is compatible with the city's package. The outputs from the mapping scope are to fully comply with the IMUs standards. The city already has a well-established ARCGIS ADVANCED software with unlimited license and this will be installed strictly for a CSW GIS workstation to ensure value for money by using the city's package. As a result, the consultant is expected to perform all related GIS works using a CSW workstation access to this GIS package. An office space for the consultant to perform this works will be provided and the consultant is expected to make allowances for a GIS competent person/staff to execute these works.

The existing DSW GIS layer has very limited data and considered to be outdated. The mapping is not only limited to round balancing but to ensure the entire eThekwini Metropolitan Area is captured/logged onto a database with all necessary GIS layers and limited to major roads, geographical information, mapping all CSW waste management facilities, depots, workshops, future facilities, and other waste related layers. It is noted that the city has some 3800 GIS databases which will be provided after award through engagement with IMU and the eThekwini Water Services GIS section. The consultant is expected to gather data through Delphi groups where these are lacking to ensure data can be verified and updated.

All waste production statistics from sectors such as (formal / informal), income group, commercial, industrial, business contracts etc. will have to be obtained and loaded on the GIS database. This is to be integrated with the information in the systems analysis but represented further on the mapping scope to inform CSWs decision making/predict waste volumes that will have to be managed. It is a requirement that the setting up of the mapping by taken into land parcels co-originated onto grid layouts from

approximately 1kilometer x 1kilometer and establish what the community make up is in that land parcel and using above data to estimate the volume of waste that will be produced and then determine which will be the most economical drop off point (i.e. direct to landfill, to transfer station, effect of waste diversion, beneficiation etc.).

The spatial representation is also expected to be linked and or provide ease of loading evolving information such as the unit’s capital programmes, associated allocated budgets, business contracts etc. so that dashboard reports can also be generated off the system. Spatial layering is seen to be an effective “tool” to visualise and understand the problem geographically. This approach is essential to get decision makers to contextualize and deepen the understanding of the impact on service delivery. So, this should then be linked to capital investment planning to get a similar capex layer plotted to again visualise spread of the budget against the concentrate problem areas – evidence-based planning needed. Seen as a benefit to city officials to integrate this into Spatial Development Built Implementation Plans (SDBIPs) and key performance plans in order to measure progress and or performance on improvement and attach as an example to the gateway approvals in the Capital Investment Committee (CIC) requirements.

The consultant is expected to explore the various databases and in consultation with CSW filter and establish the relevant data sets required for the waste management works. The existing CSW GIS information is expected to be updated, modified ad added into the system to enhance the waste related information on GIS. The works is not only limited to updating and capturing but included the consultant developing the route optimisation by exploring the functionality on ARCGIS however if not fully compatible then purchase of a Route optimisation software is allowed for as a Provisional Sum.

PSPD.3 Data

The consultant will have to gather all relevant information ranging from town planning data to formulating databases. Information that CSW has on file are with limited or outdated and the consultant has obtained through verified information by physical household counts, surveys, Delphi groups sessions etc. As-built information mainly for CSWs waste facilities that have been constructed are available and will be made available after tender has been awarded. All data to be used in this scope has to be compatible with the standards that will be set out by the city’s IMU section noting this is CSWs first attempt in progressing its business to utilise the GIS platform for planning, monitoring, controlling, and informing future strategic decisions.

PSPD.4 Measurement & Payment Sum

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits and is to ensure that the deliverables, as set out in PSPD.2, is fully met. This works will form part of the works included in the item C3.4.2, C3.4.5 & C3.4.6.

PART PSPE : WASTE TO RESOURCES STRATEGY

PSPE.1 Scope

This particular specification provides considerations of CSW of how-to re-engineer and transform the current waste business not only along the principles of the waste hierarchy but for, strengthening local communities and building social cohesion, improving education and skills development, and promoting economic growth” as a focus areas aligned to adaptation and transformation.

PSPE.2 Key Considerations

eThekwini’s vision is to be the most caring and liveable city by 2030 and for this to be realised, the city’s waste management plan requires a turnaround strategy aligned to works towards supporting this vision. Durban is renowned as a port city forming sound economic links with the rest of South Africa and proud to be diverse city rich with culture and has the opportunity to transform towards a global smart city. However, the eThekwini Municipality is contended with multiple challenges such as poverty, unemployment and compounded by other global risks including climate change necessitating the need for “radical change” towards flexibility and resilience for sustainable solutions. Therefore, this particular specifications provides considerations of CSW of how-to re-engineer and transform the current waste business not only along the principles of the waste hierarchy but for, strengthening local communities and building social cohesion, improving education and skills development and promoting economic growth” as a focus areas aligned to adaptation and transformation.

CSWs immediate vision in this context is for eThekwini/Durban to transition the business from waste management to “resource management”. As a result, onus has to be placed on changing the perception of waste being an alternative valuable resource.

eThekwini needs to reduce, reuse, and recycle more, the IWMP service provider is to build on CSWs vision of seeing waste as the valuable resource to reduce the waste pressure increasing as the city grows. The strategies to be development has to be aligned from the Cities Integrated Development Plan (IDP) to the National Waste Management Strategy, to ensure that the waste master planning strategy document provides a new approach radical change incrementally in how to better manage eThekwini’s waste.

This new way of packaging waste will require this strategy to be flexible and practical with innovation. The consultant is expected not only to develop a high-level strategy but has to detailed with supporting education and awareness sub strategies to enhance and sustain the progressive change. The consultant is encouraged to maximise contract period by allowing for new proposed initiatives to be surveyed, tested where practical and inform final submissions from evidence based on what works best.

The objective is to have a strategy that exhaust waste produced is reused, recycled and only residual waste sent to landfill for energy recovery. Landfill is only used for materials that can’t be recovered.

The expectation is to receive a product that will enable CSW take decisive action to divert waste from landfill, reduce greenhouse gas emissions and improve the waste business as a utility service provider. The consultant is to integrate the mapping works from section PSD to model associate strategies for reducing the fleet/truck movements as these will collectively reduce emissions both from the fleet and landfill.

It is expected as an output that the consultant writes up an integrated process of linking the waste to resources thinking to that of the principles of the circular economy and the waste hierarchy. A circular economy is one where resources are valued, used efficiently and only discarded when their materials have no further use. The circular economy approach requires action across all stages, but CSW envisages this value chain closed loop process to alleviate the social ills of society in eThekweni, aim to generate a new revenue stream and create sustainable links with industry and the local markets. The Strategy is to support CSWs Climate Change Mitigation and has to be quantified in terms of reducing greenhouse gas emissions to landfill.

For the purpose of this Particular Specification, the proposed strategy, developed by the consultant, should be broken into short (3 years), medium (6 years) and long (10 years) term with a clearly defined plan to achieve the outcomes detailed.

PSPE.3 Data

The consultant will be expected to rely on international best practices but to allow for adjustment to suit a South Africa local context. CSW requires an end result of a waste to resources turnaround strategy and the consultant is to meet this final product through not only desktop but informed by local surveys, obtain CSWs detailed thinking through workshops, interviews or similar.

PSPE.4 Measurement & Payment..... **Sum**

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits and is to ensure that the deliverables, as set out in PSPE.2, is fully met. This works will form part of the works included in the item C3.4.4 & C3.4.5.

PART PSPF : ALTERNATIVE TECHNOLOGY & RESILIENT INVESTMENT PLANNING

PSPF.1 Scope

This particular specification provides considerations of CSW of in respect of alternative technologies and rapid capital investment reviews required to guide decision making for future orientated waste systems.

PSPF.2 Key Considerations

South Africa's most reliable waste management option at current is still landfilling despite modern waste management solutions implemented. Cogeneration must be given from a technical and practical consideration that landfills cannot be totally eliminated from any waste management system as there will always be wastes that cannot be feasibly avoided or treated. The changing waste landscape has placed extreme landfill airspace challenges for the eThekweni Municipality at large. Of the four (4) general Landfill Sites, two (2) landfills namely the Bisasar Road and Mariannhill Landfill Sites are imminently reaching closure. CSW has encountered significant delays with its proposed western landfill i.e., CSW Shongweni General Landfill Site which is some 6years behind programme thereby placed extreme airspace strain at the existing Buffelsdraai and Lovu Landfill Sites.

Business as usual solutions are no longer sustainable and has triggered the need to investigate alternative and innovative solutions to extend the remaining useful lives of existing waste management facilities. CSW's preferred direction is to adopt a practical outlook packaging its landfills (existing and proposed) as an "integrated waste management facilities" securing airspace in the short term as the first line of defence and gradually bleed in waste diversion for beneficiation with only residual waste intended for landfilling.

Whilst there are aspirations to adopt alternative technologies the reality is that there is no full life cycle analysis of these higher order waste management solutions to guide city investment decisions. Therefore, the consultant is expected to undertake detailed alternative technology appraisals (noting these have to be reviewed holistically from how waste is to be management at the household through the value chain leading to final residual waste disposal. The appraisals must not only detail the technical aspects and its adaptability to the new integrated waste solution but has been set out using a standard format for investment decisions making. National Treasury through its City Infrastructure Delivery Management System (CIDMS) provides guidance on how these programmes/projects are to be packaged and the consultant is expected to draw relevance post award from this document as an example. It is understood that CSW would expect a key output of these technology appraisals presented using the "triple bottom line" i.e., full life cycle assessments from a financial, environmental, and social lenses. The consultant is to provide a detailed report on all the technologies reviewed and set out options

for CSW presented in the resilient investment planning template. The investment template is to be set up on an office tool such as Microsoft Excel or similar and to be used by CSW post this contract for integration into its capital investment planning business process.

The consultant must demonstrate in the works of understanding the waste environment, spatially representing possible technology in the mapping scope and deliver comprehensive rapid capital investment and financing appraisals. The outputs from the scope will support CSW in competing for capital support through the City’s Capital Investment Committees with a credible pipeline of projects. The works must also be presented to a level that will take technology selection for structured finance outside the municipal fiscal system such as green financing for integrated finance options.

The alternative technologies will include but not limited to Material Recovery Facility (MrF), Anaerobic Digestion, Construction & Demolition Waste Processing, Composting, Thermal Treatment Suite of Options etc.

For the purpose of this Particular Specification, the proposed strategy, developed by the consultant, should be broken into short (3 years), medium (6 years) and long (10 years) term with a clearly defined plan to achieve the outcomes detailed.

PSPF.3 Data

The consultant will be expected to rely on international best practices but to allow for adjustment to suit a South Africa local context. CSW has undertaken selected some high level technology appraisals which will be shared with the appointed consulted team however data/input from CSW is not limited to Delphi groups, workshops etc which the consultant must allow for. Case studies and international experiences are options available where data is limited, and the consultant is to ensure all options to provide confidence to the data used in the works must be factored in.

PSPF.4 Measurement & Payment..... **Sum**

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits and is to ensure that the deliverables, as set out in PSPF.2, is fully met. This works will form part of the works included in the item C3.4.2, C3.4.4 & C3.4.5.

PART PSPG : STRATEGIC PATHWAY

PSPG.1 Scope

This particular specification provides considerations of CSW of in respect of alternative technologies, project preparation and rapid capital investment reviews required to guide decision making for future orientated waste systems.

PSPG.2 Key Considerations

Durban's Improved Waste Management Conscious Actions Needed:

- **Avoidance Paradigm Shift:** A high level scan from an international perspective shows that most developed economies have done a complete circle by adopting higher waste treatment solutions which not only pushes up the waste handling fees but has also indirectly seen a shift of less waste being generated at source. Such conscious waste avoidance decisions whilst good has seen the viability of high-tech solutions proven uneconomical to operate over time. Therefore, the trajectory intended for Durban is to learn from these experiences and ensure there is transformation in the waste management plan to invest and focus on non-tangible solutions as well. Why produce waste in the first place? Are there better smarter ways of reaching the ratepayers and businesses of Durban to cut their waste produced? Are there incentive schemes and or programmes to enhance/reinforce this back-to-basics concept?
- **Reuse, Repair, repurpose:** Promoting drives, campaigns or similar to create conscious awareness to all. This is seen also as an opportunity in the context of a high unemployment rate for Durban to attract social benefits such as adopting the R's stated above to generate a living from discarded items. Concepts of Online platforms for donation to those that are in need, up skilling of local people to repair and sell on, etc. The approach will realise waste diversion leading to landfill airspace saving and direct social benefits.
- **Recycling:** Durban's Flagship Separation and Source (S@S) Programme of the Orange and Clear Bags had good intentions but was not fully sustained and supported. Pitfalls are needing to be addressed through a turnaround plan to ensure it can increase the recycling rate through participation and support. The current operating model is required to be reviewed with the objective of being more inclusive, equitably implemented and ensure linkages in a value chain process.
- **Waste to Resources:** encouraging greater reuse of materials to minimise the use of virgin resources, including accelerating the take up of business models that promote the circular economy. A business analyst competence is required to analyse all potential revenue streams that maybe options for the city to consider with the objective of delivering a business recovery strategy and generate potential revenue as well improve business efficiencies.

- **Waste Beneficiation (Garden & Construction Waste):** Durban's green waste stream and builders' rubble has great potential to be diverted from landfill for city use. High level waste beneficiations life cycle assessments prove the business case, but this is needed to be further detailed into an action plan. Moreover, the garden waste composting concepts are required to be educated to the ratepayers to promote home scale composting with the intension of reduce waste sent to landfill.
- **Treatment:** this option is to be explored after maximising waste reduction, reuse, recycling etc. The technology investigation by the consultant has to demonstrate not only the technical considerations but instead the adaptability informed by a full life cycle analysis. Attention to maximising the value of non-recyclable waste by generating low carbon energy from it to limit the environmental impact with only residual waste sent to landfill. Energy from Waste (EfW) technologies, Anaerobic Digestion (AD)
- **Infrastructure:** Durban can begin to improve its waste management with understanding the infrastructure needing to be invested in. The consultant has to set out resilient investment options that will guide CSW on the appropriate funding and financing instruments and procurement models to consider.
- **Emission Reduction Plan:** CSW recognises the need to address emissions from waste collection services, such as those associated with waste vehicles. The consultant is required to develop an emission reduction plan to reduce emissions from its activities towards a carbon neutral state. The priorities are to focus on reducing from current activities/operations, from waste and leading into a Climate Action Plan for waste. The plan is too modelled using the combination of actions/priorities to depict

The core of the IWMP is to sets out how infrastructure needs will be met over from a short to longer term period in order to meet four strategic objectives:

- reduce waste to landfill
- increase diversion of "low hanging fruit" waste streams
- deliver community, environmental and economic benefits
- plan for a growing city and population

An Integrated Waste Management Plan (IWMP) can be effective if it is well structured not only with what the city has to consider but to be measurable. The consultant is expected to set out all outputs from the various components making up the IWMP has to have clear targets and indicators throughout the strategy life to assist CSW with performance management. This monitoring and implementation plan is expected to answer some of the following questions:

- What actions are needed and by when?

- What improvement has the IWMP realised on the overall business?
- What are the gaps needing attention to recover?
- Are Targets achieved and Why Not?

The IWMP is expected to be reviewed annually and reported to the competent authority, so the performance monitoring is expected to inform progress reporting using the first year after award as the baseline assessment to identify the city’s current performance.

Guideline Multi-Prong Approach

It is understood that there will not be a one size fits all solution however the consultant is required to guide the works that are flexible, resilient, and adaptable by test them through pilots, learn from the evidence and then improve guide in conjunction with CSW on what can be practically implemented. Key priority targets will have to be set during the initial stages of the appointment and thereafter used as a basis to inform policy development. Some of CSWs considerations for a high-level strategic view leading up to the 3rd generation IWMP are but not limited to in Table PSG 1:

Table PSG 1: Focus Area Mapped with Strategic Outcomes, CSW 2020.

Focus Area	Expected Benefit	Outcome
Education & Awareness	Supports Active Participation	Cross Cutting to all sub actions
	Promotes Behavioural Change to IWMP Key Programmes	Key Programmes with Marketing & Public Relations Plans
	Educates and Creates Knowledge Platform	Inform Innovation and Strategic Communications for CSW
Innovations, Incentives & Penalties	Develop smarter and innovation basket of schemes	Cross Cutting to all sub actions
	Improved active stakeholder participation	Innovative approaches to waste reuse, collection, storage and recovery
	Improved environmental compliances	Bulk scheme, Promotions & Waste By-Law recommendations
Separation at Source - Relaunch (S@S)	Improved resident participation in the programme	Cross Cutting to all sub actions
	Recovery Rate Increased	Alternative Markets and Business Linkages
	Behavioural Change Improvement	Relaunch S@S Model Strategy
	Waste Diversion from Landfill	
	promoting Recycling Sector Development	
Development Planning - Waste	Improve Building Applications to allow for Waste Recycling	Guideline linked to IWMP for Development Planning Applications
	Reduced Waste Collection Impacts to CSW	Investigate and advocate for regulations to improve recovery of recyclables & organics
		Deliver behaviour change campaigns to improve recycling

Stakeholder Management	Minimise Waste Generation	Cross Cutting to all sub actions
	Maximise Opportunities for Recovery	Establish Steering sub Committees with Terms of Reference
	Create Partnerships with Industry	
	Improve Participation of all Sectors	

For the purpose of this Particular Specification, the proposed strategy, developed by the consultant, should be broken into short (3 years), medium (6 years) and long (10 years) term with a clearly defined plan to achieve the outcomes detailed.

PSPG.3 Data

The consultant will be expected to rely on international best practices but to allow for adjustment to suit a South Africa local context. CSW has undertaken selected some high-level technology appraisals which will be shared with the appointed consulted team however data/input from CSW is not limited to Delphi groups, workshops etc. which the consultant must allow for. Case studies and international experiences are options available where data is limited, and the consultant is to ensure all options to provide confidence to the data used in the works must be factored in.

PSPG.4 Measurement & Payment..... Sum

The consultant is to make allowance for all professional time of the various categories of staff required for this work including travel and other related costs with profits and is to ensure that the deliverables, as set out in PSPG.2, is fully met. This works will form part of the works included in the item C3.4.2, C3.4.4 & C3.4.5.

PART PSPH : DIGITAL PLATFORM

PSPH.1 Scope

This particular specification provides considerations for the consultant to provide an integrated digital communication solution which can be utilized in various CSW communication channels. All works conceived from this contract in terms of the re-engineering of the waste service and the revised strategic concepts are expected to be presented in a digital platform to support CSW with using material to reach out to its customers. The project will include redesign and development of content for unit.

PSPH.2 Key Considerations

The consultant is required to provide an integrated digital communication solution which can be utilized in various CSW communication channels. The project will include redesign and development of content for the unit.

Review of current content and design of new content

- Review and update current material in line with all required amendments and updates
- Design new content using latest and modern designs based on the concepts provided by CSW.
- Change the design format and platform where appropriate to fit digital communication trends.

Alignment and layout of the revamped content with the relevant required standards:

- Content should be aligned and meet eThekwini Municipality's Communications department standards
- Content must be supplied in a format determined by eThekwini Municipality's Communications Department.

CSW requires proposed new strategy and key concepts from this IWMP works to be communicated for ease of understanding and promoting how its customers are expected to support. These need to be crafted onto a digital platform to support CSWs Public Relations section in marketing and promoting participation. The consultant is expected to allow for a digital/marketing designer to support with delivering the key outputs on this particular specification. The consultant will have to work closely with the CSW Public Relations team in providing the proposals arising from the IWMP works, brainstorming and conceptualizing the material needed for the digital platform.

PSPH.3 Data

The consultant will have to review the existing digital communications on file and work through updating the material. CSW is reliant on the consultant to develop all new digital material emanating from the various outputs of this IWMP. These are to be targeted to reach CSW consumers and should be as crisp and concise as possible which includes but not limited to graphics, short videos, pictograms, flowcharts etc.

PSPH.4 Measurement & Payment Sum

The consultant is to make allowance for all professional time of the various appropriately skilled staff required for this work including travel and other related costs with profits and is to ensure the deliverables, as set out by PSPH.2, is fully met. This works will form part of the works included in the item C3.4.5.

ANNEXURES

1. **STANDARD CONDITIONS OF TENDER**
2. **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
3. **ETHEKWINI MUNICIPALITY COVID 19 HEALTH AND SAFETY SPECIFICATION**

ANNEXURE 1 : STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

ANNEXURE 2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

(July 2009)
(Third Edition of CIDB document 1014)



Construction Industry Development Board
Pretoria
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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

ANNEXURE 2: ETHEKWINI MUNICIPALITY COVID 19 HEALTH AND SAFETY SPECIFICATION

ETHEKWINI MUNICIPALITY

Occupational Health & Safety Unit



37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	EThekweni Municipality
Project Name	Provision of Professional Services – Compile eThekweni Municipality's Third Integrated Waste Management Plan 2022 - 2027
Contract Number	PSC2022/002
Revision	01
Internal Reference no.	37.2 - 29 /01/2022 HJAPHA
(Safety officer)	Name and surname: Hlengiwe Njapha Signature: Date: 31/01/2022 [Signature]
(Manager: Safety & Risk)	Name and surname: Arty Zondi Signature: Date: 31/01/2022

ETHEKWINI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY



OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2

Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act

Written agreement between ETHEKWINI Municipality (the “employer”)

I hereby declare that I,.....,representing eThekweni
Municipality from Unit

And
(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of
1993 as amended by Act 181 of 1993.

I hereby declare that I,....., am authorised to represent
the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with
all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85
of 1993 and its Regulation and other applicable Legislations .

I agree to ensure that all work performed, or machinery and plant used by the “mandatary” on
any ETHEKWINI Municipality premises shall be in accordance with the provisions of the
said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site
rules and safety, health, and environmental requirements as may be communicated or
stipulated by ETHEKWINI Municipality prior to and during the course of any Contract
awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed
should the “mandatary”, for whatever reason, be unable to perform in terms of this
agreement.

The Contractor/PSC must, before the commencement of any work and during work, have risk
assessment performed by a competent person appointed in writing.

The Contractor/PSC must keep the risk assessment and writing safe working procedures in
the safety file.

The Contractor/PSC shall be registered and be in good standing with Workman’s
Compensation fund.

Signed thisday of20.....

On behalf of the “mandatary” (print).....

(sign)

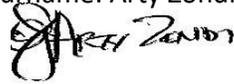
On behalf of the “employer” (print).....

(sign)

ETHEKWINI MUNICIPALITY
Occupational Health & Safety Unit



COVID 19 Health and Safety Specification

Document Title	COVID 19 Health & Safety Specification
Client	eThekwini Municipality
Project Name	Provision of Professional Services – Compile eThekwini Municipality's Third Integrated Waste Management Plan 2022 - 2027
Contract Number	PSC2022/002
Internal Reference no.	COVID19- 76/01/2021
Compiled by (Safety officer)	Name and surname: Wanda Hlangabe Njapha Signature: Date: 31/01/2022
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature  Date: 31/01/2022



ETHEKWINI MUNICIPALITY OCCUPATIONAL HEALTH AND SAFETY UNIT

COVID 19 HEALTH AND SAFETY SPECIFICATION

Background:

Corona viruses are a large family of viruses that are found both in humans and animals. Some of these viruses are known to cause illnesses ranging from common cold to severe respiratory diseases. Corona virus (COVID-19) was identified in December 2019 in China. COVID-19 infections have spread to other countries in the world. Exposure to Covid-19 may cause flue like symptoms such as coughing, sneezing, headaches, fever, sore throat and at times affect the lungs and airways of employees. Symptoms can be mild, moderate, severe or fatal.

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e. compared to influenza virus outbreaks).

Introduction

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE).

However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore Construction Management should develop Standard Operating Procedures as there may be unique circumstances and make a necessary call in the interest of the health and safety of employees

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore management should develop SOP’s as there may be unique circumstances and make a necessary call in the interest of the health and safety of Contractor employees

Definitions

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

“**COVID-19**” means Coronavirus Disease 2019

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No.57 of 2002)

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

“**PPE**” means personal protective equipment

“**virus**” means SARS-Cov-2 virus

“**Worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer

“**workplace**” means any premises or place where a person performs work

“**NICD**” means National Institute for Communicable Diseases

“**OMP**” means Occupational Medical Practitioner **COVID**

Risk Assessment:

- The Contractor/Service Provider must ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of the construction work, it must be in line with the Client COVID 19 Health and Safety Specification.
- The Contractor/Service Provider must appoint COVID 19 Compliance Manager to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

Hand Hygiene:

- The Contractor/Service provider must have adequate facilities for the washing of hands with soap and clean water.
- The Contractor/Service Provider must have 70% alcohol-based hand sanitizers at strategic points of the construction site.
- The Contractor must have paper towels to dry hands after hand washing.

Cleaning and Disinfecting surfaces:

- The Contractor/Service Provider must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regular during the working period and upon completion the work.
- The Contractor/Service Provider must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly particularly in areas of high use such as shared tools, taps, ablution facilities, hand rails light switches, eating and changeroom areas, shared construction vehicles, etc. using appropriate disinfecting solutions such clean water, soap and bleach

Social Distancing:

- The Contractor/Service Provider must arrange the Workplace to ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working. employees are aware to maintain social distance when working.
- The Contractor/Service Provider must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask/FFP1/2 mask or reducing the number of workers present in the construction site at any time to achieve the required social distancing.
- The Contractor/Service Provider must ensure that employees working in offices are provided with physical barriers placed between work their workstations

Personal Protective Equipment (PPE)

- The Contractor/Service Provider must ensure that every worker is provided with two cloth masks to be worn when in workplace or public which comply with the requirement set out in the guideline issued by Department of Trade, Industry and Competition.
- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.
- Every Contractor/Service Provider must ensure that workers are informed, instructed, trained and informed as to the correct use of cloth mask.
- The Contractor /Service Provider must ensure to issue face shield/visors where applicable as double protection

Emergency Numbers

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456
- COVID-19 National Crisis Helpline - 0861 322 322
- NICD (National Institute of Communicable Diseases) 24-Hour toll-free hotline number:

0800 029 999 or 0800 111 132

- SAPS gender-based violence service complaints (SAPS) - 0800 333 177
- GBV (Gender Based Violence) Command Centre -0800 428 428/ *120*7867# (free from any cell phone)/ SMS Line: 32312
- Women Abuse Helpline - 0800 150 150
- People Opposing Women Abuse (POWA) - Tel: 011 642 4345/ Afterhours cellphone: 0837651235
- Child Line - 0800 055 555
- Lifeline South Africa - 0800 012 322 (free on mobile networks including landlines)
- FAMSA - Advice on family relationships - 011 975 7107
- Human trafficking - Report cases of human trafficking - hotline operated by the Salvation Army and Be Heard - 08007 37283 (0 8000-rescue)
- National Human Trafficking Helpline - 0800 222 777
- Persons with Disabilities - SMS 'help' to 31531
- National AIDS Helpline - 0800 012 322
- Suicide Helpline - 0800 567 567
- Stop Gender Violence - Anonymous, confidential and accessible telephonic information, counselling and referrals, in all 11 official languages - 0800 150 15
- Substance Abuse Helpline - 0800 12 13 14

Recommended Best Practice

- The Contractor/Service Provider must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The Contractor/ Service Provider must ensure that for communication strategy Microsoft Team, ZOOM or Skype or cell phones are used to prevent the spread of COVID 19 virus.
- The Contractor/Service Provider must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

References

- COVID-19 Disaster Management Act
- Occupational Health & Safety Act 85 of 1993
- The Department of Employment and Labour: Workplace Preparedness: COVID-19 (SARS-CoV-19 virus)
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Hazardous Biological Agents Regulations
- National Institute for Occupational Health (NIOH)

COMPANY LOGO

Covid-19 access into construction site or workplace, point of entry screening questionnaire

Company / Construction Site: _____

Name and Surname: _____ Co No: _____

Line Manager Name: _____

Question:	Yes	No
1. Have you had flu or symptoms of flu in the last few weeks?		
2. Do you have a persistent cough that has started in the last few days?		
3. Do you have symptoms of fever? (red, tearing or burning eyes, sweats, clammy hands)?		
4. Do you have any signs of a respiratory infection, shortness of breath, difficulty breathing? (<i>Self-test: Hold in your breath for 10 seconds</i>)		
5. In the last 14 to 21 days, have you travelled outside the borders of South Africa?		
6. In the last 14 to 21 days, have had contact with anybody that has travelled outside the Provincial or South African borders?		
7. Have you been near or in contact with anyone who has symptoms or tested positive for COVID-19?		
If you have answered yes to any of the above questions, please inform your supervisor immediately. Brief description of events (When, where and who else were you with:		
Personal Commitment		
I further undertake to immediately report any change in my medical condition to my supervisor/manager!		
I will always maintain excellent personal and company hygiene standards!		
I will maintain and keep the minimum social distance of 1m between myself and other employees!		
I will utilize PPE and sanitizers provided to me to prevent the spread of the virus!		
I will ensure all equipment / materials handed over to another person has been cleaned and sanitized!		
I will not abuse, misuse, share or lose the PPE and related materials / equipment issued to me!		
Employee Signature		
Date		

_____ Temperature: °C. (if temperature is at 38°C or higher refer to Process Flow Annexure 1 document then deny entry, isolate and start reporting process)

Entry Cleared Yes No

Construction Manager/Supervisor: _____ Signature: _____ Date: _____

Comments: _____