



**CLUSTER  
TRADING SERVICES**

**UNIT  
CLEANSING & SOLID WASTE**

**DEPARTMENT  
PLANT & ENGINEERING**

**PROCUREMENT DOCUMENT  
PROFESSIONAL SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Contract No:** 31548-6W

**Contract Title:** ENVIRONMENTAL ASSET MANAGEMENT CONSERVANCY DESIGN, IMPLEMENT & MAINTAIN FOR A 36 MONTH PERIOD

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** There will be no briefing session however bidders are requested to send electronic mails for any queries related to the bid. Email enquiries must be sent on/before 10 April 2025.

**Meeting Location, Date, Time:** There will be no briefing session however bidders are requested to send electronic mails for any queries related to the bid. Email enquiries must be sent on/before 17 April 2025.

**Queries can be addressed to:** Logan Moodley  
**The Employer's Agent's:** Tel: 031-322-4575  
**Representative:** eMail: [logan.moodley2@durban.gov.za](mailto:logan.moodley2@durban.gov.za)

**TENDER SUBMISSION**

The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban

**Delivery Location:** Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact:** Lindo Dlamini: Tel: 031-3227133/031-3227153  
 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date/ Time:** Friday, 25 April 2025 at 11h00

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

Issued by:

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R		R
Corrected: R	R		R

**ETHEKWINI MUNICIPALITY**

**Deputy Head: PLANT & ENGINEERING**

**Date of Issue: 06/03/2024**

Document Version : 14/03/2023(a)

**FOR OFFICIAL USE ONLY**

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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## PART T1: TENDERING PROCEDURES

### T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Professional Services to [for the works in indigenous vegetation, invasive alien vegetation control, ecological control, biodiversity control and conservancy management for all waste management facilities operated by the Cleansing & Solid Waste Unit – DSW.]

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>PLANT &amp; ENGINEERING</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>There will be no briefing session however bidders are requested to send electronic mails for any queries related to the bid. Email enquiries must be sent on/before 17 April 2025.</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Logan Moodley</b> <b>Tel: 031-322-4575</b> <b>eMail: logan.moodley2@durban.gov.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building</b> <b>166 KE Masinga Road, Durban</b>  <b>Bidders are required to also make an</b> electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.  <b>SSS Queries Contact: Lindo Dlamini:</b> Tel: 031-3227133/031-3227153 email: <a href="mailto:supplier.selfservice@durban.gov.za">supplier.selfservice@durban.gov.za</a>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 25 April 2025</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening and assessment of tenders are further 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 2015 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: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **PLANT & ENGINEERING**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The "Standard Professional Services Contract – 3<sup>rd</sup> Edition July 2009" published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekweni Municipality's Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer's agent:** The Employer's Agent's Representative is:

**Logan Moodley**  
**Tel: 031-322-4575**  
**eMail: logan.moodley2@durban.gov.za**

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

## F.2: TENDERER'S OBLIGATIONS

### F.2.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles 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 as stated in the Employer's current SCM Policy.
- (d) 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.
- (e) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (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) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (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.

**F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:

“Documents are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

“Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or 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.2.7 Clarification meeting:**

There will be no briefing session however bidders are requested to send electronic mails for any queries related to the bid. Email enquiries must be sent on/before 17 April 2025.

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Identification details to be shown on each tender offer package are:

- Contract No. : **31548-6W**
- Contract Title : **ENVIRONMENTAL & CONSERVATION ASSET MANAGEMENT: DESIGN, IMPLEMENT & MAINTAIN FOR A 36 MONTH PERIOD**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban**

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 25 April 2025**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

#### **Tax Clearance**

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**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 SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

#### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

## Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **70 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

## Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

## Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

.

## Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 40%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>	<b>90/10</b>
<b>Race: Black (60)</b>	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
<b>Gender: Female (40)</b>	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
<b>Disabilities (0)</b>	Equals 0%	n/a	n/a
	Between 0% and 51%	n/a	n/a
	Greater or equal to 51% and less than 100%	n/a	n/a
	Equals 100%	n/a	n/a
<b>Maximum Goal Points:</b>		20	n/a

The **Weightings** of the **Ownership Categories** will be:

- w1 = 60%, w2=40%, w3=0% (where: w1 + w2 + w3 = 100%)

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 20%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	n/a
South Africa	5	n/a
Kwa Zulu Natal	10	n/a
eThekweni Municipality	20	n/a
<b>Maximum Goal Points:</b>		20

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- CSD report

- **RDP Goal: The promotion of enterprises located in a specific municipal area**

Goal Weighting: 20%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal. The **regions** and **zones** (or wards) within the eThekweni Municipality are as specified on the Part C4: "Site Information" of this procurement document.

<b>Municipal Area</b>	<b>80/20</b>	<b>90/10</b>
Not within eThekweni Municipality	0	n/a
Within eThekweni Municipality	5	n/a
Within the specified region / Adjoining Wards	10	n/a
Within the specified zone / Project Ward(s)	20	n/a
<b>Maximum Goal Points:</b>	20	n/a

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- CSD Report

• **RDP Goal: Creation of new jobs to address black youth unemployment**

Goal Weighting: 20%

The tendering entity's **Commitment to Appointment or Actual Appointment**, in terms of the categories below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

<b>Number of jobs created</b>	<b>80/20</b>	<b>90/10</b>
0 – 49	5	n/a
50 – 100	10	n/a
Over 100	20	n/a
<b>Maximum Goal Points:</b>	20	n/a

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- Commitment letter to appoint youth from local ward (for a year or more)
- Appointment letters signed by local councillor or chief (for a year or more)
- Consider other evidence etc Copies of IDs and proof of address in Ethekeeni

**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:

- 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.
- 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.
- 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.
- 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.

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.3.17 Copies of contract:** The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

### T1.2.3 ADDITIONAL CONDITIONS OF TENDER

#### T1.2.3.1 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](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN, 4000

#### T1.2.3.2 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.

#### T1.2.3.3 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.

#### T1.2.3.4 Functionality Specification

- 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	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	40	Tenderer's experience
Experience of Key Resources in executing work of similar nature	Environmental Asset Manager	20	Experience of Environmental Asset Manager;
	Conservancy and Endangered Wildlife Manager	10	Experience of Conservancy Wildlife Manager
	Team Leader 1 for the Specialist Implementing Team (SIT)	5	Experience of Team Leader 1 for the Specialist Implementing Team (SIT)
	Team Leader 2 for the Specialist Implementing Team (SIT)	5	Experience of Team Leader 2 for the Specialist Implementing Team (SIT)
	Team Leader 3 for the Specialist Implementing Team (SIT)	5	Experience of Team Leader 3 for the Specialist Implementing Team (SIT)
	Team Leader 4 for the Specialist Implementing Team (SIT)	5	Experience of Team Leader 4 for the Specialist Implementing Team (SIT)
Demonstration of Understanding	Including programme, risk management and approach	10	Demonstration of Understanding of the Scope of Works
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>	

- **Note:** The proposed Conservancy and Endangered Wildlife Manager could be utilized as the Environmental Asset Manager. A Conservation & Endangered Wildlife Manager is only seen necessary provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works.
- 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
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 10 years <b>including</b> implementation of high-level recognized conservation status project with minimum 1 recognized endangered wildlife project (Ezemvelo or equivalent body).
4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 10 years <b>including</b> implementation of high-level recognized conservation status project with more than 1 recognized endangered wildlife project (Ezemvelo or equivalent body).
Note 1:		<b>Projects of a similar nature</b> that will be considered shall be one or a combination of: a. Indigenous Vegetation (Endemic) b. Rehabilitation of local habitats c. Restoration of habitats d. Biodiversity and Conservation Management and Endangered Wildlife e. Rescue and relocation of Flora and Fauna f. Operation and Management of large rehabilitation nurseries g. Large Scale Invasive Alien Vegetation Works
Note 2:		<b>Conservation and Endangered wildlife project</b> that will be considered shall be one or a combination of: a. Handle and/or relocate red data species and conservation works b. Have administered and implemented of high conservation status areas c. Relocated endangered wildlife/red data species to approved habitats

Experience of Key Resources in executing work of similar nature			
Job Title	Minimum	Professional	Number of Years' Relevant Experience on projects

	Qualification Required	Registration Required	of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Environmental Asset Manager	National Certificate in Horticulture/Conservation or equivalent	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20
Conservancy and Endangered Wildlife Manager	National Certificate in Conservation/Horticulture or equivalent <b>AND</b> Ezemvelo Conservation/Endangered Wildlife Recognition or equivalent body	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Team Leader (SITL) 1	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 2	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 3	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 4	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
<p>Note 1: <b>Projects of a similar nature for the Environmental Asset Manager</b> that will be considered shall be one or a combination of:</p> <ol style="list-style-type: none"> <li>Indigenous Vegetation (Endemic)</li> <li>Rehabilitation of local habitats</li> <li>Restoration of habitats</li> <li>Biodiversity and Conservation Management and Endangered Wildlife</li> <li>Rescue and relocation of Flora and Fauna</li> <li>Operation and Management of large rehabilitation nurseries</li> <li>Large Scale Invasive Alien Vegetation Works</li> </ol> <p>Note 2: <b>Projects of a similar nature for Conservation and Endangered Wildlife Manager</b> that will be considered shall be one or a combination of:</p> <ol style="list-style-type: none"> <li>Handle and/or relocate red data species and conservation works</li> <li>Have administered and implemented of high conservation status areas</li> <li>Relocated endangered wildlife/red data species to approved habitats</li> </ol> <p>Note 3: <b>Projects of a similar nature for Team Leader (SITL) projects</b> that will be considered shall be one or a combination of:</p> <ol style="list-style-type: none"> <li>Experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management.</li> <li>Projects with seed collection, bagging of plants, rescue and relocation and propagation in the field.</li> <li>Involved with labour intensive maintenance works for conservation areas and rehabilitation / restoration projects.</li> </ol> <p><b>Note:</b> It would be acceptable that the Environmental Asset Manager also perform/undertake conservation &amp; wildlife manager works/duties provided he/she is equally experienced with necessary recognition from Ezemvelo Wildlife (or equivalent body). A Conservation &amp; Endangered Wildlife Manager <i>is only seen necessary provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works.</i> Accordingly, these key personnel must have a relevant tertiary qualification and be approved by Ezemvelo KZN Wildlife (or equivalent body) to handle and or relocate red data species and conservation works.</p>								

Level	Pts	Demonstration of Understanding
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 (Satisfactory)	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.
3	90 (Good)	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 (Very Good)	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 though 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

## **PART T2: RETURNABLE DOCUMENTS**

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

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their 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 non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

T2.2.1	Compulsory Enterprise Questionnaire .....	17
T2.2.2	Certificate of Attendance at Clarification Meeting .....	18
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate .....	19
T2.2.4	MBD 4: Declaration of Interest .....	20
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million .....	22
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations .....	23
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices .....	246
T2.2.8	MBD 9: Certificate of Independent Bid Determination .....	29
T2.2.9	Joint Venture Agreements (if applicable) .....	321
T2.2.10	Record of Addenda to Tender Documents (if applicable) .....	332
T2.2.11	Declaration of Municipal Fees .....	343
T2.2.12	CSD Registration Report .....	354

##### **Technical or Functionality Evaluation**

T2.2.13	Experience of Tenderer .....	365
T2.2.14	Proposed Organisation and Staffing .....	387
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T2.2.16	Experience of Key Personnel .....	454
T2.2.17	Approach Paper / Methodology / Programme .....	476

## T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [17](#) to [33](#).

### NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	ID Number of enterprise's representative		
1.4	Position enterprise's representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>	
1.6	eThekweni Supplier Database: Reference number (PR), if any:	<b>PR</b>	
1.7	VAT registration number, if any:		
<b>2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>			
	<b>Full Name</b>	<b>Identity No.</b>	<b>Personal income tax No. *</b>
2.1			
2.2			
2.3			
2.4			
<b>3.0 Particulars of companies and close corporations</b>			
3.1	Company registration number, if applicable:		
3.2	Close corporation number, if applicable:		
3.3	Tax Reference number, if any:		
3.4	South African Revenue Service: Tax Compliance Status PIN:		

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

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:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <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"/> 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 mths

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

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"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <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"/> an employee of Parliament or a provincial legislature                           |

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 mths

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises 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 exercises, or may 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 tenderers 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.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

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 Agent's Representative, namely:**

Name: .....

Signature: .....

Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.4 MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: **“in the service of the state”** means to be:

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

**“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.

- 1 No bid will be accepted from persons **in the service of the state**<sup>1</sup>.
- 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 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

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. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable			
3.8 Are you presently in the service of the state?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			
3.9 Have you been in the service of the state for the past twelve months?			
<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>		YES	NO
YES	NO		
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  
 If yes, furnish particulars: .....

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  
 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  
 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  
 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  
 If yes, furnish particulars: .....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.5 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.

	Circle Applicable
1.0 Are you by law required to prepare annual financial statements for auditing?	YES   NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>	
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. ..... .....	
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. ..... .....	
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. ..... .....	

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1.0 GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

**2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 points is allocated for price on the following basis:

**80 / 20 Points System**

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

Where:

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (black)	Specify	n/a		n/a
<b>Ownership Goal:</b> Gender (female)	Specify	n/a		n/a
<b>Ownership Goal:</b> Disabilities	n/a	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	Specify	n/a		n/a
<b>RDP Goal:</b> The Creation of new jobs to address black youth unemployment	Specify	n/a		n/a
<b>RDP Goal:</b> Social upliftment of communities	n/a	n/a		n/a
<b>RDP Goal:</b> The promotion of SMMEs owned by PPG (contracts >R5m)	n/a	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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.
  - 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).

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database 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.)

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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):**

**Date**

.....

**SIGNATURE:**

.....

## T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### NOTES

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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.
  - (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 consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (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):**

**Date**

**SIGNATURE:**

.....

\_\_\_\_\_

.....

## **T2.2.9 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**T2.2.10 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		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

\_\_\_\_\_

**T2.2.11 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

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: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

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.

- 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 are to be provided.
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

		<b>Report Date:</b> <input type="text"/>	
		<b>Report Ran By:</b> <input type="text"/>	
<b>CSD REGISTRATION REPORT</b>			
<b>SUPPLIER IDENTIFICATION</b>			
Supplier number	<input type="text"/>	Have Bank Account	<input type="text"/>
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>
Legal name	<input type="text"/>	Created by	<input type="text"/>
Trading name	<input type="text"/>	Created date	<input type="text"/>
Identification type	<input type="text"/>	Edit by	<input type="text"/>
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>
South African company/CC registration number	<input type="text"/>		

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

## T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

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 five 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 it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

The description 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
--	----------------------	---	-----------------

The scoring of the tenderer’s experience will be as follows:

Level	Points	Criterion: Tenderer’s Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 10 years <b>including</b> implementation of high-level recognized conservation status project with minimum 1 recognized endangered wildlife project (Ezemvelo or equivalent body).
4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 10 years <b>including</b> implementation of high-level recognized conservation status project with 1+ recognized endangered wildlife project (Ezemvelo or equivalent body).
Note 1:	<p><b>Projects of a similar nature</b> that will be considered shall be one or a combination of:</p> <ul style="list-style-type: none"> <li>a. Indigenous Vegetation (Endemic)</li> <li>b. Rehabilitation of local habitats</li> <li>c. Restoration of habitats</li> <li>d. Biodiversity and Conservation Management and Endangered Wildlife</li> <li>e. Rescue and relocation of Flora and Fauna</li> <li>f. Operation and Management of large rehabilitation nurseries</li> <li>g. Large Scale Invasive Alien Vegetation Works</li> </ul>	
Note 2:	<p>Conservation and Endangered wildlife project that will be considered shall be one or a combination of:</p> <ul style="list-style-type: none"> <li>a. Handle and/or relocate red data species and conservation works</li> <li>b. Have administered and implemented of high conservation status areas</li> <li>c. Relocated endangered wildlife/red data species to approved habitats</li> </ul>	

**\*Note:**

1. Proof of completion / participation or equivalent for the submitted projects above must be attached to qualify for points.
2. Conservation Status Implementation and Endangered Wildlife Projects must be officially recognized by Ezemvelo Wildlife (or equivalent body) and supporting certifications **MUST** be submitted. Onus is on the tenderer to provide substantive proof from the competent authority for participation/approval in the submitted projects.
3. A tenderer who submits no information will score zero (0) points.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_  
-----

## T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

### KEY PERSONNEL EVALUATION SCHEDULE: ENVIRONMENTAL ASSET MANAGER

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

1. Level of education and training.
2. General experience (total duration of professional activity) and positions held of each discipline.
3. The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of the **Environmental Asset Manager** of not more than two A4 pages should be attached to this schedule. This position will be referred to hereafter as “The Assigned Staff Member.”

1. The CV should be structured under the following headings per the template provided:
2. Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith, professional awards)
3. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations, recognition from Wildlife Groups).
4. Skills
5. Name of current *Employer* and position in enterprise
6. Overview of postgraduate / diploma experience (year, organization and position)
7. Outline of recent assignments / experience that has a bearing on the scope of work

Should a Tenderer be awarded the contract, they are obligated to adhere to the “Assigned Staff Members” submitted in their tender. Only in exceptional circumstances will a deviation from the submitted personnel be accepted by eThekweni Municipality. In such cases, replacement personnel will have to be approved by the eThekweni Municipality.

The tenderer should propose the structure and composition of their team i.e., the main operational areas involved for the **Environmental Asset Manager**. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The scoring of the proposed organization and staffing will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Environmental Asset Manager	National Certificate in Horticulture or equivalent	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20

Note 1: **Projects of a similar nature** that will be considered shall be one or a combination of:

- a. Indigenous Vegetation (Endemic)
- b. Rehabilitation of local habitats
- c. Restoration of habitats
- d. Biodiversity and Conservation Management and Endangered Wildlife
- e. Rescue and relocation of Flora and Fauna
- f. Operation and Management of large rehabilitation nurseries
- g. Large Scale Invasive Alien Vegetation Works

**Note:** It would be acceptable that the Environmental Asset Manager also perform/undertake conservation & wildlife manager works/duties provided he/she is equally experienced with necessary recognition from Ezemvelo Wildlife or equivalent body. A Conservation & Endangered Wildlife Manager *is only seen necessary* provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works. Accordingly, these key personnel must

have a relevant tertiary qualification and be approved by Ezemvelo KZN Wildlife (or equivalent body) to handle and or relocate red data species and conservation works.

The tenderer must attach his / her organization and staffing proposals to this page.

**NAME PROPOSED ENVIRONMENTAL ASSET MANAGER TO BE USED:**

\_\_\_\_\_

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

\_\_\_\_\_

**SIGNATURE:**

.....

\_\_\_\_\_

## **KEY PERSONNEL EVALUATION SCHEDULE: CONSERVATION & ENDANGERED WILDLIFE MANAGER**

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

1. Level of education and training.
2. General experience (total duration of professional activity) and positions held of each discipline.
3. The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of the **Conservation & Endangered Wildlife Manager** of not more than two A4 pages should be attached to this schedule. This position will be referred to hereafter as "The Assigned Staff Member."

8. The CV should be structured under the following headings per the template provided:
9. Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith, professional awards)
10. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations, recognition from Wildlife Groups). Qualification will further involve recognized Ezemvelo (or equivalent body) recognition to undertake conservation and endangered wildlife works.
11. Skills
12. Name of current *Employer* and position in enterprise
13. Overview of postgraduate / diploma experience (year, organization and position)
14. Outline of recent assignments / experience that has a bearing on the scope of work

Should a Tenderer be awarded the contract, they are obligated to adhere to the "Assigned Staff Members" submitted in their tender. Only in exceptional circumstances will a deviation from the submitted personnel be accepted by eThekweni Municipality. In such cases, replacement personnel will have to be approved by the eThekweni Municipality.

The tenderer should propose the structure and composition of their team i.e., the main operational areas involved, for the **Conservation & Endangered Wildlife Manager**. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based

The scoring of the proposed organization and staffing will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Conservancy and Endangered Wildlife Manager	National Certificate in Conservation or equivalent with Ezemvelo Conservation/Endangered Wildlife Recognition (or equivalent body)	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10

Note 1: **Conservation and Endangered wildlife project** that will be considered shall be one or a combination of:

- a. Handle and/or relocate red data species and conservation works
- b. Have administered and implemented of high conservation status areas
- c. Relocated endangered wildlife/red data species to approved habitats

**Note:** It would be acceptable that the Environmental Asset Manager also perform/undertake conservation & wildlife manager works/duties provided he/she is equally experienced with necessary recognition from Ezemvelo Wildlife or equivalent body. A Conservation & Endangered Wildlife Manager *is only seen necessary* provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works. Accordingly, these key personnel must have a relevant tertiary qualification and be approved by Ezemvelo KZN Wildlife (or equivalent body) to handle and or relocate red data species and conservation works.

**NAME PROPOSED CONSERVATION & ENDANGERED WILDLIFE MANAGER TO BE USED:**

Notes:

1. If not in employment by the Tenderer, then an accompanying letter/agreement from the proposed key assigned staff accepting if to be outsourced. It would be acceptable that the Environmental Asset Manager also perform/undertake conservation & wildlife manager works/duties provided he/she is equally experienced with necessary recognition from Ezemvelo Wildlife (or equivalent body).
2. Official Recognition to be supplied by Ezemvelo Wildlife (or equivalent body) as proof of acknowledgement.
3. A tenderer who does not submit this supporting information will be scored appropriately.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_  
-----

## **EVALUATION SCHEDULE: SPECIALIST IMPLEMENTING TEAM LEADER**

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, 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., Invasive Alien Control (IAC) with fire control for optimal ecosystems management, rehabilitation nursery related works etc.

CVs of the team director, and each of the 4 team leaders of **not more than 2 pages each** should be attached to this schedule. 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
----------------------	----------------	--------	---	--

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature									
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points	
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts		
Team Leader 1	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5	
Team Leader 2	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5	
Team Leader 3	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5	
Team Leader 4	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5	

Note: **Team Leader (SITL) projects** that will be considered shall be one or a combination of:

- a. Experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management.
- b. Projects with seed collection, bagging of plants, rescue and relocation and propagation in the field.
- c. Involved with labour intensive maintenance works for conservation areas and rehabilitation / restoration projects.

The Employer proposes a maximum of four (4) experienced team leaders be allowed for by the service provider to guide the Specialist Implementation Team. Team Leaders should have proven expertise with similar projects. Should the service provider deem it necessary to increase the maximum number of team leaders, then such needs to be clearly detailed in the Schedule below. Each team leader must have a minimum of three (3) years' experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management. The team leader must demonstrate proven track record with a minimum of three (3) years on previous projects with seed collection, bagging of plants, rescue and relocation and propagation in the field. The team leader should have experience or be actively involved with labour intensive maintenance works for conservation areas and rehabilitation / restoration projects (minimum of 1 project).

The onus lies with the Team Leader in ensuring suitable individuals are recruited for the Specialist Implementing Team (SIT). The SIT should have a minimum of three (3) years relevant experience and have worked on at least one conservation area and rehabilitation / restoration project. The SIT should have experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management as well as with seed collection, bagging of plants, rescue and relocation and propagation in the field. The Team Leader

is responsible for guiding, training, and directing the Specialist Implementation Team.

**Note: The Tenderer is required to attached to this returnable apart from the CVs of the team leader/s a detailed indication of the projects that the team leader/s has worked on.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_  
.....



## T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

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 Environmental Asset Manager, Conservation & Endangered Wildlife Manager, and Specialist Implementing 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
----------------------	----------------	--------	---	--

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years’ Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Environmental Asset Manager	National Certificate in Horticulture/Conservation or equivalent	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20
Conservancy and Endangered Wildlife Manager	National Certificate in Conservation/Horticulture or equivalent <b>AND</b> Ezemvelo Conservation/Endangered Wildlife Recognition or equivalent body	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Team Leader (SITL) 1	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 2	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 3	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Team Leader (SITL) 4	N/A	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5

Note 1: **Projects of a similar nature for the Environmental Asset Manager** that will be considered shall be one or a combination of:

- a. Indigenous Vegetation (Endemic)
- b. Rehabilitation of local habitats
- c. Restoration of habitats
- d. Biodiversity and Conservation Management and Endangered Wildlife
- e. Rescue and relocation of Flora and Fauna
- f. Operation and Management of large rehabilitation nurseries
- g. Large Scale Invasive Alien Vegetation Works

Note 2: **Projects of a similar nature for Conservation and Endangered Wildlife Manager** that will be considered shall be one or a combination of:

- a. Handle and/or relocate red data species and conservation works
- b. Have administered and implemented of high conservation status areas
- c. Relocated endangered wildlife/red data species to approved habitats

Note 3: **Projects of a similar nature for Team Leader (SITL) projects** that will be considered shall be one or a combination of:

- a. Experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management.
- b. Projects with seed collection, bagging of plants, rescue and relocation and propagation in the field.
- c. Involved with labour intensive maintenance works for conservation areas and rehabilitation / restoration projects.

**Note:** It would be acceptable that the Environmental Asset Manager also perform/undertake conservation & wildlife manager works/duties provided he/she is equally experienced with necessary recognition from Ezemvelo Wildlife (or equivalent body). A Conservation & Endangered Wildlife Manager is only seen necessary **provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works**. Accordingly, these key personnel must have a relevant tertiary qualification and be approved by Ezemvelo KZN Wildlife (or equivalent body) to handle and or relocate red data species and conservation works.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.16 APPROACH PAPER / METHODOLOGY / PROGRAMME**

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

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 6 pages.

The scoring of the approach paper will be as follows:

Criterion : Demonstration of Understanding		
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 (Poor)	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	70 pts (Satisfactory)	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	90 pts (Good)	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

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**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: **31548-6W**

Contract Title: **ENVIRONMENTAL & CONSERVATION ASSET MANAGEMENT: DESIGN, IMPLEMENT & MAINTAIN FOR A 36 MONTH PERIOD**

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:**

**\* Name of Tenderer** (organisation) : .....

**\* Signature** (of person authorized to sign the tender) : .....

**\* Name** (of signatory in capitals) : .....

**Capacity** (of Signatory) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : .....

**Name**(in capitals) : .....

**Date** : .....

**Notes:**

**\* Indicates what information is mandatory.**

**Failure to complete the mandatory information 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*) : : .....

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.3 : SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- .....
- 2. **Subject** : .....
- Details** : .....
- .....
- 3. **Subject** : .....
- Details** : .....
- .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

**FOR THE TENDERER**

**FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## 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](http://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 : **PLANT & ENGINEERING**

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**
- e-mail : **logan.moodley2@durban.gov.za**

The address for the Receipt of communications is: **22 Electron Road, Springfield, Durban, 4001**

1 The Project is : **31548-6W**  
: **ENVIRONMENTAL & CONSERVATION ASSET MANAGEMENT: DESIGN, IMPLEMENT & MAINTAIN FOR A 36 MONTH PERIOD**

1 Period of Performance : **36 months**

1 Start Date : **Start to be determined upon issuance of Letter of Award0**

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

3.5 The location for the performance of the Project is : **eThekweni Municipality Landfills, Garden Sites, Closed & New Waste Management Sites.**

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 50, 000 per event.**

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks.**

- 3.16 The time-based fees shall not be adjusted for inflation.
- 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 1000,000**.
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:  
1) **Conservation Status Applications.**  
2) **Long term land related items.**
- 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 **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **36 months after commencement date**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **eThekweni Municipality**.
- 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: Arbitration Foundation of South Africa (AFSA)
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: Arbitration Foundation of South Africa (AFSA)
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 1000,000**.
- 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 **1 month** from the date of termination or completion of the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

### **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

#### **C1.2.3.1 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.

#### **C1.2.3.2 RETENTION**

For consultant services in respect of construction contracts, no retention will be applied until the provision and acceptance of the final ‘as-built’ drawings.

#### **C1.2.3.3 EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 20% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% BBE (Black 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.

**C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER**

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

1            The Service  
 Provider is: .....

.....

Address : .....

.....

.....

Telephone : .....                      Fax : .....

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 : .....

1            **The Period of Performance is : .....**

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 2.1.2.1 Interim progress payments in respect of the “sum” items in the Bill of Quantities shall be by means of progress instalments as assessed by the Engineer/Employer and based on the measurable work in which the work actually carried out relates to the extent of the work to be done by the service provider. In general, monthly progress payments shall be adopted based on clear agreed measure of works which must be justified and proven to be work done.

**C2.2 : PRICING SCHEDULE**

<b>SECTION 1: ENVIRONMENTAL ASSET SERVICES</b>					<b>TENDER RATES - WS 7445</b>	
<b>Item No</b>	<b>Payment Ref</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
		<b>ENVIRONMENTAL ASSET SERVICES</b>				
		<b>YEAR 1</b>				
1.1	<b>PS.3.12.1</b>	Environmental Asset Manager (EAM)	R/hr	990		
1.2	<b>PS.3.12.2</b>	Conservation & Endangered Wildlife Manager	R/hr	420		
1.3	<b>PS.3.12.3</b>	Specialist Implementing Team (SIT)	R/day	360		
1.4	<b>PS.3.12.4</b>	Management Meetings	R/hr	25		
1.5	<b>PS.3.13</b>	Travel	R/km	3 400		
		<b>YEAR 2</b>				
1.6	<b>PS.3.12.1</b>	Environmental Asset Manager (EAM)	R/hr	990		
1.7	<b>PS.3.12.2</b>	Conservation & Endangered Wildlife Manager	R/hr	420		
1.8	<b>PS.3.12.3</b>	Specialist Implementing Team (SIT)	R/day	360		
1.9	<b>PS.3.12.4</b>	Management Meetings	R/hr	25		
1.10	<b>PS.3.13</b>	Travel	R/km	3 400		
		<b>YEAR 3</b>				
1.11	<b>PS.3.12.1</b>	Environmental Asset Manager (EAM)	R/hr	990		
1.12	<b>PS.3.12.2</b>	Conservation & Endangered Wildlife Manager	R/hr	420		
1.13	<b>PS.3.12.3</b>	Specialist Implementing Team (SIT)	R/day	360		
1.14	<b>PS.3.12.4</b>	Management Meetings	R/hr	25		
1.15	<b>PS.3.13</b>	Travel	R/km	3 400		
<b>SECTION 1: TOTAL TO SUMMARY</b>						

<b>SECTION 2: RECOVERABLE EXPENSES</b>					<b>TENDER RATES - WS 7445</b>	
<b>Item No</b>	<b>Payment Ref</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
		<b>RECOVERABLE EXPENSES</b>				
2.1	<b>PS.3.12.5</b>	Conservation Status Application	Prov. Sum			R 40 000,00
2.2	<b>PS.3.12.5 (b)</b>	Overheads, charges & profit on item above	%	R 40 000,00		
2.3	<b>PS.3.12.5</b>	Research & Development Works	Prov. Sum			R 20 000,00
2.4	<b>PS.3.12.5 (b)</b>	Overheads, charges & profit on item above	%	R 20 000,00		
2.5	<b>PS.3.12.5</b>	SMME Development Works	Prov. Sum			R 48 000,00
2.6	<b>PS.3.12.5 (b)</b>	Overheads, charges & profit on item above	%	R 48 000,00		
2.7	<b>PS.3.12.5</b>	Environmental Control Officer Works	Prov. Sum			R 100 000,00
2.8	<b>PS.3.12.5 (b)</b>	Overheads, charges & profit on item above	%	R100 000,00		
2.9	<b>PS.3.12.5</b>	Disbursements				
		1. Nursery related items.	Prov. Sum			R 140 000,00
		2. Conservancy related items.	Prov. Sum			R 140 000,00
2.10	<b>PS.3.12.5 (b)</b>	Overheads, charges & profit on item above	%	R 280 000,00		
		<b>SECTION 2: TOTAL TO SUMMARY</b>				

<b>SECTION</b>	<b>DESCRIPTION</b>	
1	ENVIRONMENTAL ASSET SERVICES	
2	RECOVERABLE EXPENSES	
SUB-TOTAL SECTION'S PART 1-PART 2		
ADD 15% VAT		
<b>TOTAL CARRIED TO FORM OF TENDER</b>		

NAME : .....

(Block Capitals)

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

DATE: .....

## **PART C3 : SCOPE OF WORK**

### **C3.1 BACKGROUND**

*The Cleansing and Solid Waste - DSW Unit, which is accountable for the waste management within the eThekweni Metropolitan Area (EMA) is renowned both locally and internationally for an innovative approach to landfill management where waste disposal operations are integrated with landfill rehabilitation during the operational life of the landfill site. DSW uniquely rehabilitates its landfill sites by rescuing indigenous vegetation prior to landfilling from the landfill footprint and buffer zone areas. As a result, an indigenous staging nursery was constructed to stock all indigenous plant and seedlings not only prior to landfilling but also prior to any earthworks onsite. The rescuing of vegetation approach had led to the creation of the Plant Rescue Unit (PRUNIT) which has shown to be cost effective and environmentally acceptable (Parkin et al., 2006). The rescued indigenous plants are hardened off and propagated back onto either closed and rehabilitated landfill sites and/or part of progressive rehabilitation on operating landfills.*

*The City is responsible the following landfills sites:*

*The Bisasar Road Landfill Site – Central areas*

*The Mariannhill Landfill Conservancy Site – Inner and Outer west areas*

*The Buffelsdraai Landfill Conservancy Site – Northern areas*

*The Lovu Landfill Site – Southern areas*

*Closed Rehabilitated Landfills*

*Garden Disposal sites – Shallcross and Wyebank*

*Proposed Western Landfill Sites and Transfer Stations*

*The unit had successfully obtained arguably the first landfill conservancy in Africa for the Mariannhill Landfill Site in 2002 and it is from these roots that focus was placed on improving newer aged landfills like Buffelsdraai to higher levels than that of conservancy status. Moreover, the emphasis is to place best environmental practice to both the landfill footprint and buffer zones for long term sustainability.*

### **C3.2 EMPLOYER'S OBJECTIVES**

The employer's overall objective is to ensure that all associated environmental asset management for the landfill sites are effectively performed. A competent service provider well experienced in indigenous vegetation, ecological control, biodiversity control and conservancy management are sought to assist the Employer in implementing this objective.

### **C3.4 DESCRIPTION OF THE SERVICES REQUIRED**

The service provider is required to perform the following:

- Control alien invasive vegetation – using little or no herbicides
- Rescue and reinstate indigenous flora from the developed areas into other areas of the landfill and buffer zone
- Seed Collection and propagation of new plants in the PRUnit nurseries
- Bagging of plants in nursery
- Rehabilitation, design and implementation of existing, new and closed landfill sites
- Landfill Conservancy Management and Maintenance
- Conservancy Representation on eThekweni Conservancies Forum (eCF) and KZN Conservancies Association (KZN CA)
- Design, Apply and Implement Conservancy and (or) to higher status of conservation
- Conservation of indigenous fauna and flora of the area
- Upgrading the green lung of eThekweni in conjunction with Environmental Planning and Climate Protection Projects Division (EPCPD) – at selected landfill sites
- Liaison with Ezemvelo KZN wildlife, KZN Conservancies Association (KZN CA) and authorities

- Small, Medium and Micro Enterprise (SMME's) Development
- Environmental education and awareness
- Endangered species management and relocation into approved signed off area by Ezemvelo KZN Wildlife (or equivalent body)
- Undertake Environmental Control Officer (ECO) responsibilities for all landfill construction development in line with waste management license and relevant environmental legislation
- Biodiversity Management works
- Maintenance of vegetation and surrounds for leachate treatments plants, gas to electricity plants and selected specialized areas on landfills
- Fire control for optimal ecosystem management
- Land Monitoring Functions: These include monitoring and interfacing with relevant city teams for land protection, security and monitoring
- Promote waste minimisation, reuse, and recycling where possible
- Represent conservancy and or DSW at Monitoring Committee, Authority, city departmental and interest groups, community meetings.
- Research and Development support with DSW and tertiary institutions for improving science and engineering
- Continuous consultation with all sites' designated design consultants for compliance with applicable environmental requirements.
- Environmental management & Environmental Control Officer role on all landfill cell development projects
- Audit Compliance activities in relation to all CSW waste management facilities.

### **C3.5 SITE/S OF WORKS**

#### **C3.5.1 THE BISASAR ROAD LANDFILL SITE (BLF)**

The Bisasar Road Landfill has been in operation since May 1980 and has faced numerous challenges in particular with the local surrounding community. The site comprises of a 44 Ha footprint and no buffer zone. The site positioned in the Springfield Park, Durban area neighbouring residents and light industry, With the introduction of the Minimum Requirements for Waste Disposal saw a transformation of the site from what a dump to an engineered landfill was once. The site is in the process of closure and the department is preparing/finalising necessary technical approvals from the competent authority. The site has downsized its operation from January 2016 to now only accept garden refuse, builder's rubble and sand/cover material. A capping and rehabilitation plan will be provided by the sites responsible engineer, and the service provider is expected to contribute and implement selected aspects of the rehabilitation. The specialist team is envisaged in ensuring maintenance of IAC, adopt PRUnit methodology and realise associated works set out by the EAM. A phased capping plan is in place and the successful service provider to honour rehabilitation, and best practice works within all capped phases.

#### **C3.5.2 THE MARIANHILL LANDFILL SITE (MLF)**

The Mariannahill Landfill Site is situated outside Pinetown, some 20 kilometres west of Durban and is a permitted Class B landfill where landfill engineering methods have successfully combined to realize South Africa's first landfill conservancy (Conservancy status acquired in August 2002). The Mariannahill Landfill Site, opened in July 1997, was located to textbook standards, being well hidden from the public view by the natural topography and well-established vegetation. The total area of the site covers some 49.5 ha of which 18.5ha is landfill footprint and the remaining 31ha incorporating the buffer zone.

Following the downsize of the Bisasar Road landfill, the landfill presently receives approximately 1200tons/day of MSW (Municipal Solid Waste) which serves for the majority of the western areas of the eThekweni Metropolitan Area (EMA). Based on airspace calculations predicting 4.4 million cubic metre capacity, the site is anticipated to reach airspace capacity by late 2018. As a result, closure preparations are imminent, and the service provider will be expected to prepare for rehabilitation works. The overall works envisaged will ensure ongoing conservancy maintenance, PRUnit Management, Biodiversity Management, Conservancy and Endangered Species management and education and awareness. Mariannahill Landfill is considered as a base incubator & propagation for ecosystems restoration, for all other facilities' special works without present capacity to house, produce or secure species.

### **C3.5.3 THE BUFFELSDRAAI LANDFILL SITE (BUD)**

The Buffelsdraai Landfill Site is the northern regional Class B landfill site commissioned on 15 May 2006. It will ultimately serve the waste disposal requirements of the central and northern areas of the eThekweni Municipality and has a predicted life span of some 75 years. The site is situated in the Oakford Priory / Osindisweni area some 5km west of Verulam (approximately 40 km from Durban). The site was a successor to the closed La Mercy Landfill and was commissioned in May 2006 and is positioned out of the public eye on a sugar cane farm. The total area of the site is some 887ha of which 100ha is the actual landfill footprint and the remaining 787ha consists of the buffer zone.

The landfill currently receives some 1000tons/day of MSW and services predominately the northern areas of the EMA. Airspace calculations reveal a total of 45 million cubic metre capacity which equates to an operational life of some 68years. The best practices from Mariannahill landfill site have been incorporated into Buffelsdraai Landfill and the site is already part of a long-term carbon sequestration project with different partners (city level and external) in reforestation of the sites buffer zone, mainly Biodiversity Management (BDM) under a full EMP, and an SLA. Buffelsdraai has recently been registered as a conservancy and the vision is to adopt higher level conservation status on the landfill as part of a long-term plan to that of nature reserve status. As a result, the environmental best practises similar to the scope for Mariannahill Landfill and the necessary interfacing on the ground with stakeholders to DSW's vision is met. It must noted that at least two endangered species have already been officially released into the buffer zone for the management of the ecosystem. Some Zones in the buffer zone will have full CSW responsibility

### **C3.5.4 THE LOVU LANDFILL SITE (LLF)**

The Lovu Landfill Site is situated some 40km south of Durban and is also a classed and a Class B landfill. The site serves predominately the southern areas of the city and was commissioned in July 2014. The total area of the site is some 55Ha of footprint whilst the buffer zone area has since been expropriated as "a servitude" and covers a 250ha area. The area is used for commercial cultivation of sugarcane and is on land zoned for agriculture although part of the buffer zone is tribal land.

The landfill currently received some 700 tons of MSW a day. The site has adopted best practices learnt from the Mariannahill Landfill Site and equipped with a PRUnit Rehabilitation nursery. The overall works envisaged will ensure PRUnit Management, Biodiversity Management, Leachate Treatment Plant Reed Bed and surrounds Management, education and awareness and ongoing capping activities.

### **C3.5.5 GARDEN REFUSE SITES – SHALLCROSS AND WYEBANK**

DSW further operates two (2) garden refuse landfill sites. The Wyebank and Shallcross garden sites have reached capacity, and the closure process is underway where activities such as; alien plant

control, decommissioning rehabilitation, borehole management, erosion management, community interface, fire management & controls are taking place.

a) Shallcross Landfill Site: Situated in the some 25km southwest of Durban in close proximity to a residential area. The site has reached full capacity.

b) Wyebank Landfill Site: Situated in some 25km west of Durban in the Kloof residential area. The site has reached full capacity and will be converted into a garden waste drop off site.

The overall works envisaged for these sites will include Invasive Alien Vegetation control, rehabilitation and or restoration works.

### **C3.5.6 TRANSFER STATIONS – ERTS, MT. EDGECOMBE, HAMMARSDALE AND CLERMONT.**

The Electron Road Transfer Station (ERTS), Mount Edgecombe Transfer Station, Hammarsdale Transfer Station & Clermont Transfer Station are all subsidiary sites that are strategically located across the eThekweni Municipality. The ERTS services the central region, Mt. Edgecombe Transfer services the North, Hammarsdale Transfer services the Outer West & Clermont Transfer services the Inner West region. The sites are designed to manage Municipal Solid Waste and act as transfer facilities to relevant landfills for the city. Most facilities are modern, mechanised and layouts of these facility have been planned for a containerised transport system by road.

Sluces gates management for the ERTS has also been incorporated as the activity is linked to environmental compliance & stormwater management requirements for the facility.

The works envisaged for the sites include using the Environmental Asset Management concepts to maintain the sites environmental assets such as the reedbeds, bioswales, biodiversity management, Rodent Control management, ECO/EMPr related and invasive alien vegetation control.

### **C3.5.6 CLOSED AND NEW SITES (CN)**

DSW during the amalgamation of smaller city councils into a unicity took over closed/old sites. It has since been under the responsibility of DSW to ensure due diligence is carried out on such sites even though some are not permitted. Such diligence is realised through DSW's PRUnit, Environmental Asset Management and rehabilitation. Some of the sites are the La Mercy Landfill Site, Ntuzuma, Inanda, Mpumalanga, Verulam, selected DSW Depots and Umkomaas garden site. The works envisaged for these sites are maintenance – Invasive Alien Control, fire management, selected Environmental Asset Management.

The new site, Shongweni Waste Management is located approximately 3km south of the N3 highway, approximately 35km west of the Durban City Centre and approximately 45km from Pietermaritzburg. The site is bounded by the main Johannesburg/Durban railway line to the north, secondary roads to the east and west and open veld to the south. The site has a total area of 550Ha requiring prior rescue, relocation and biodiversity works. New cell development has commenced and is projected to be completed by July 2027.

## **PART C3.2: PROJECT SPECIFICATION**

### **PS.1 USE OF REASONABLE SKILL AND CARE**

The service providers' attention is drawn to the fact that many hazards and potential dangers exist on an operating landfill. Safety of persons and property is of paramount importance, as a result no disruption of daily landfill operations can be allowed.

Attention is brought to the presence of existing services on the site is going to require special care in order to prevent damage during construction.

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.

### **PS.2 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:

- Landfill Operations, Closure/Aftercare and Rehabilitation design with appointed responsible engineers
- Long Term Planning i.e., carbon sequestration and restoration ecology projects on landfill sites with Environmental Planning and Climate Protection Projects Division (EPCPD) or similar service provider. This will include representation and contribution to the Reforestation Steering Committee, eCF Steering Committee and Take Back our Rivers Committee.

### **PS.3 BRIEF**

#### **PS.3.1 TERMS OF REFERENCE**

The purpose of this contract is to procure the professional services necessary to ensure best environmental practices associated with DSW landfill sites (footprint and buffer zone). The service uniquely requires environmental asset management of all existing landfill sites which include, inter alia, the planning, design, implementation, maintenance and ecological/biodiversity works. This could involve urgent interventions required to maintain environmental compliance and integrity of associated environmental assets. The service provider will be required to structure an environmental asset developmental plan which will encompass sustainable best practices for the employer.

The additional services to be provided include conservation management, coordination of teams on the ground, including procurement, training and mentoring. The service provider will furthermore be required to interface with the local leadership and or communities to facilitate related project needs.

The service provider is, further, required to represent and contribute to various specialist committee (KZN CA, eCF, Reforestation etc.) by communication of DSW environmental asset plans for synergy with other related eThekwini projects.

The service provider may be required if needed to procure, on instruction of the Employer, any other specialist services that may be considered for the successful implementation of the works, in terms of a sub consultancy or sub-contract agreement.

#### **PS.3.2 TIME FRAMES / MILESTONES**

Milestones set by the employer typically revolve around financial budget provisions and the need to practically spend the budget in any given financial year. The important milestones will therefore be the financial year ends (30<sup>th</sup> June of each financial year cycle) and the service provider will be expected to establish an overall project programme, in consultation with the employer, that takes cognizance of the budget allocated and the budget cycle, Once agreed, the service provider is

expected to ensure that the programme of the works/required project deliverables is adhered to, and to intervene timeously if necessary. Other key milestones include works required to be satisfied for landfill external compliance audits and or special monitoring committee requests.

The service provider shall update the employer in the form of revised programmes as and when required by the Employer.

### **PS.3.3 PLACES FOR THE PERFORMANCE OF SPECIFIC TASKS**

It is anticipated that majority of the work involved in the reporting, conceptual rehabilitation designs, conservation administration, etc. will be undertaken at the service providers local office. The implementation and monitoring will take place at the required DSW waste management facility (landfill sites i.e., operating, closed, new and transfer stations, etc.).

### **PS.3.4 REPORTING REQUIREMENT**

It is expected that the service provider will channel all reporting which will include progress reports, conservation applications, research and development, conceptual rehabilitation design etc. to the designated DSW engineer. All related representations made by the service provider at various specialist committees are required to be reported back to the designated DSW Engineer. Apart from general reports required under the brief, the service provider may be required to contribute, prepare, ad hoc reports/technical papers on specific aspects of the projects.

### **PS.3.5 REFERENCE DATA**

All available data regarding the environmental asset management of DSW's waste management facilities will be made accessible to the successful tenderer.

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.

Particular cognizance needs to be given to the waste management unique environmental licenses which include the operating permits (nowadays referred to waste management license), the terms of reference of conservancy, Environmental Management Plans/Programmes (EMP's/EMPr's), monitoring committee terms of reference, Memorandum of Understandings with sister departments such as EPCPD and record of decisions of construction related projects.

### **PS.3.6 APPROVALS**

The service provider shall be responsible for obtaining the following approvals:

- a) Approval of implementation programmes from the Employer
- b) Approval of the conceptual and preliminary rehabilitation designs from the Employer
- c) Approval of an environmental asset developmental plan (linked to the scope of works) from the Employer
- d) Approval of the employment/appointment of specialist sub-consultants from the Employer
- e) Approval of conservation status application from Ezemvelo KZN Wildlife and KZN CA
- f) Approval from Ezemvelo KZN Wildlife (or equivalent body) for the relocation and or habitat for endangered species (including red data species)
- g) Approval of Research and Development of special long-term biodiversity and ecological projects from the Employer
- h) Approval of buffer zone long term management plans with internal eThekweni departments

Notwithstanding any approval received from the Employer, The Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultant/contractors in terms of this contract.

### **PS.3.7 ACCESS TO LAND, BUILDINGS AND SITES**

The service provider is to obtain the necessary approval from the Employer in order to gain access to related site of works. Such approval will generally be issued following complete health and safety inductions of the service provider and his/her employees. The approval will be in the form of an authorized letter issued by the Employer. The service provider may be at times requested to display project information for awareness to interfacing parties on the land, for example in the buffer zone areas and closed rehabilitated landfill sites.

### **PS.3.8 FORMAT OF COMMUNICATION**

All requests for formal approvals from the Employer, or any other body, shall be submitted in writing in hard copy format. Ad hoc communication between the Employer and the Service provider may be conducted per facsimile or in electronic (email – which is preferred).

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

### **PS.3.9 KEY PERSONNEL**

The service provider shall maintain the involvement of the following key personnel as the exigencies of the contract require:

- a) An Environmental Asset Manager (EAM) with relevant tertiary qualification and verifiable post graduate experience in rehabilitation of degraded areas and with the designing, operating and management of rehabilitation nurseries. The EAM must have proven experience in long term management plans for Invasive Alien Control (IAC), conservancy management and biodiversity management. He/She must furthermore have been involved with the planning, administration and implementation of high conservation status areas. The EAM must also have experience with community based environmental rehabilitation or restoration through facilitation, coordination, education, awareness and implementation. These requirements may be fulfilled by more than one individual.
- b) A Conservation & Endangered Wildlife Manager is only seen necessary provided the EAM does not have the experience and recognition from Ezemvelo Wildlife (or equivalent body) to undertake related works. Accordingly, these key personnel must have a relevant tertiary qualification and be approved by Ezemvelo KZN Wildlife (or equivalent body) to handle and or relocate red data species and conservation works. He/she must have administered and implemented high conservation status areas and also relocated endangered wildlife/red data species to approved habitats.
- c) Four “Specialist Implementation Team Leaders” (SITL) are required for executing the works. Each of the four team leaders must have experience with Invasive Alien Control (IAC) with fire control for optimal ecosystems management. It is envisaged that a minimum of eight (8) experienced labourers having proven expertise with similar projects be allowed for by the service provider. The Team Leader is responsible for guiding, training, and directing the specialist implementation team. The team leader must demonstrate proven track record on previous projects with seed collection, bagging of plants, rescue and relocation and propagation in the field. The team leader must have further been actively involved with labour intensive maintenance works for conservation areas and rehabilitation / restoration projects.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with approval of the Engineer.

### **PS.3.10 MANAGEMENT MEETINGS**

#### **PS.3.10.1 PROGRESS MEETINGS**

During the contract period, the Service Provider will be expected to attend monthly progress management meetings with the Employer's technical team, convened for the purpose of managing this contract. The Service Provider is expected to present proposals, project progress, community issues, environmental compliances etc. and take direction from the Employers technical team.

#### **PS.3.10.2 COMMUNITY / STAKEHOLDER MEETINGS**

The Service Provider will be expected to contribute to and attend community/stakeholder meetings which is generally the Waste Facility's Monitoring Committee (MC) Meetings and Reforestation Meetings (RC). It is expected that the Service Provider will present any related project feedback or status of environmental compliance works linked to the terms of reference of the MC/RC. MC/RC meetings are generally held once every quarter and an allowance for three (3) waste management facilities are envisaged.

#### **PS.3.10.3 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, or service or other authorities, in order to address specific issues (community, permit compliance, etc.) as and when the need arises.

#### **PS.3.10.4 GENERAL**

The Service Provider shall be represented at all meetings by at least one key personnel, preferably the Environmental Asset Manager (EAM). The Service Provider shall provide secretarial services (for record-keeping purposes) at all management meetings.

All charges in respect of attendance and provision of secretariat function shall be billed for separately under section 1.3 of the Bill of Quantities. The rate shall allow for travel, secretarial service, overheads and circulation.

### **C3.13 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.

#### **PS.3.11 RECOVERABLE COSTS - DISBURSEMENTS**

The service provider is to note that only those recoverable expenses in the table below will be reimbursed. No reimbursement of costs for subsistence, typing, printing/copying (other than reports), communication or computer hardware and/or software will be made, and these costs are deemed to be included in the tendered rates, sums, mark-ups etc.

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, and as set out in the Scope of Works required, which may be accepted, or rejected, at the sole discretion of the Employer.

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 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 itemized in the Schedule of Quantities.

No	RECOVERABLE COSTS – DISBURSEMENTS
AD1	<b>Conservation Status Application</b> Provisional sum covers the cost of Conservation Status Related Application works
AD2	<b>Specialist Services</b> Provisional sum covers cost of related specialist services
AD3	<b>Research &amp; Development Works</b> Provisional sum covers cost of linking research & development works to sites
AD4	<b>SMME Development</b> Provisional sum covers cost of mentoring, skills training and facilitation
AD5	<b>Environmental Control Officer Works</b> Provisional sum covers cost of overseeing construction compliances & auditing
AD6	<b>Disbursements</b> Provisional sum covers cost of recoverable materials directly linked to the execution of the work

### PS.3.12 MEASUREMENT AND PAYMENT

#### PS.3.12.1 ENVIRONMENTAL ASSET MANAGEMENT..... Unit: R/hr

The tendered unit time-based fee rates are for all services as per table below for the Environmental Asset Manager (EAM). The tendered time-based fee shall be final and binding as at time of tender and shall not be subjected to any variation through the contract period. The rates shall be fixed, and the tenderer is to price for year 1, year 2, and year 3 separately.

The rate shall include for all investigations, designs, documentation, co-ordination of ground teams, management and supervision thereof. These could include any required urgent intervention to maintain environmental compliance.

No additional payment will be made for training and induction of employees and or sub-contractors/consultants as it is intended that the EAM carries the responsibility to ensure that people on the project are aware/familiar with the environmental requirements.

The rate shall further cover any after-hour work directly linked to the scope of work such as but not limited to red data nightwork, community representations, fire control etc. The collection and distribution of staff in the execution of normal supervisory duties shall not be measured for payment.

Site	Environmental Asset Manager (EAM)	Hrs
BLF1	<p><b>Rehabilitation Conceptual Design</b></p> <p>Input into engineers' final earthworks design &amp; providing the species and framework design</p> <p>Investigation &amp; Interpretation of past work &amp; future technical papers to ensure the rehabilitation meets legislation/long term adaptability</p>	40
BLF2	<p><b>PRUnit: Planting Propagation &amp; Management</b></p> <p>Operation and Management of the Plant Rescue Unit (PRUNit) by coordinating rescue and relocation of plant species</p> <p>These will include detailing plant seedling planting out, bagging, propagation and any associated works</p> <p>All planning to arrange implementation with specialist implementing team</p>	30
BLF3	<p><b>Maintenance - Invasive Alien Vegetation Control (IAC)</b></p> <p>Plan &amp; Co-Ordinate IAC for Specialist Implementing Teams</p> <p>Liaise with DSW for use of plant/machinery if needed &amp; disposal authority</p> <p>Ongoing maintenance assessments</p>	45
BLF5	<p><b>Fire Management Using Ecology</b></p> <p>The design of the species for growing "living fence lines"</p> <p>Managing the maintenance of firebreaks until habitat is fully adapted</p> <p>Arranging ad hoc outsourced maintenance for cutting</p>	20
BLF6	<p><b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b></p> <p>Management &amp; decision making of incoming environmental assets onto landfill</p> <p>Investigations &amp; co-ordination of asset relocation (including transport, loading etc.)</p> <p>Management &amp; Use of existing Plants for expanding existing habitat</p>	20
BLF7	<p><b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b></p> <p>Conceptualizing &amp; designing signage &amp; banners for site specific use</p> <p>Investigation, Information gathering &amp; approval from client</p> <p>Arrange Signage upgrade/repair/installation - Average 15No per year</p> <p>Conduct guide tours delegates, community etc. Average 8No per year</p>	20
MLF1	<p><b>Rehabilitation Conceptual Design</b></p>	20

	<p>Input into engineers' final earthworks design &amp; providing the species and framework design</p> <p>Investigation &amp; Interpretation of past work &amp; future technical papers to ensure the rehabilitation meets legislation/long term adaptability</p>	
MLF2	<p><b>PRUnit: Planting Propagation &amp; Management</b></p> <p>Operation and Management of the Plant Rescue Unit (PRUnit) by coordinating rescue and relocation of plant species</p> <p>These will include detailing plant seedling planting out, bagging, propagation and any associated works</p> <p>All planning to arrange implementation with specialist implementing team</p>	40
MLF3	<p><b>Maintenance - Invasive Alien Vegetation Control (IAC)</b></p> <p>Plan &amp; Co-Ordinate IAC for Specialist Implementing Teams</p> <p>Liaise with DSW for use of plant/machinery if needed &amp; disposal authority</p> <p>Ongoing maintenance assessments</p>	30
MLF5	<p><b>Fire Management Using Ecology</b></p> <p>The design of the species for growing "living fence lines"</p> <p>Managing the maintenance of firebreaks until habitat is fully adapted</p> <p>Arranging ad hoc outsourced maintenance for cutting</p>	35
MLF6	<p><b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b></p> <p>Management &amp; decision making of incoming environmental assets onto landfill</p> <p>Investigations &amp; co-ordination of asset relocation (including transport, loading etc.)</p> <p>Management &amp; Use of existing Plants for expanding existing habitat</p>	45
MLF7	<p><b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b></p> <p>Conceptualizing &amp; designing signage &amp; banners for Conservancy &amp; Landfill</p> <p>Investigation, Information gathering &amp; approval from client</p> <p>Management of PRUnit Website - Updates, licenses, Communications etc.</p> <p>Arrange Signage upgrade/repair/installation - Average 25 No per year</p> <p>Conduct guide tours delegates, community etc. Average 8No per year</p> <p>Birdhide Maintenance &amp; Education Office Management</p>	50
MLF10	<p><b>Management of Endemic Indigenous Rehabilitation Nursery</b></p> <p>Guaranteeing endemic indigenous by coordinating collection &amp; sorting</p> <p>These will include detailing seedlings storage, bagging, cuttings &amp; deliveries</p> <p>All planning to arrange implementation with specialist implementing team</p>	30
MLF11	<p><b>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</b></p> <p>Plan &amp; Co-Ordinate specialized reedbed maintenance (filtration, reeds, irrigation)</p> <p>Treatment Plants maintenance for auditing purposes</p>	20

	Liaising with client and managing outsources grass maintenance contractors	
LLF1	<p><b>Rehabilitation Conceptual Design</b></p> <p>Input into engineers' final earthworks design &amp; providing the species and framework design</p> <p>Investigation &amp; Interpretation of past work &amp; future technical papers to ensure the rehabilitation meets legislation/long term adaptability</p>	10
LLF2	<p><b>PRUnit: Planting Propagation &amp; Management</b></p> <p>Operation and Management of the Plant Rescue Unit (PRUNit) by coordinating rescue and relocation of plant species</p> <p>These will include detailing plant seedling planting out, bagging, propagation and any associated works</p> <p>All planning to arrange implementation with specialist implementing team</p>	20
MLF3	<p><b>Maintenance - Invasive Alien Vegetation Control (IAC)</b></p> <p>Plan &amp; Co-Ordinate IAC for Specialist Implementing Teams</p> <p>Liaise with DSW for use of plant/machinery if needed &amp; disposal authority</p> <p>Ongoing maintenance assessments</p>	25
LLF5	<p><b>Fire Management Using Ecology</b></p> <p>The design of the species for growing "living fence lines"</p> <p>Managing the maintenance of firebreaks until habitat is fully adapted</p> <p>Arranging ad hoc outsourced maintenance for cutting</p>	20
LLF6	<p><b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b></p> <p>Management &amp; decision making of incoming environmental assets onto landfill</p> <p>Investigations &amp; co-ordination of asset relocation (including transport, loading etc.)</p> <p>Management &amp; Use of existing Plants for expanding existing habitat</p>	20
LLF7	<p><b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b></p> <p>Conceptualizing &amp; designing signage &amp; banners linked to RoD &amp; waste license</p> <p>Investigation, Information gathering &amp; approval from client</p> <p>Arrange Signage upgrade/repair/installation - Average 15 No per year</p> <p>Future Treatment Plant specialist sign/banner designs</p> <p>Conduct guide tours delegates, community etc. Average 5No per year</p>	20
LLF10	<p><b>Management of Endemic Indigenous Rehabilitation Nursery</b></p> <p>Guaranteeing endemic indigenous by coordinating collection &amp; sorting</p> <p>These will include detailing seedlings storage, bagging, cuttings &amp; deliveries</p> <p>All planning to arrange implementation with specialist implementing team</p> <p>Integrating Buffer zone between city departments &amp; authorities to create long term sustainability</p>	35
LLF11	<p><b>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</b></p>	20

	<p>Plan &amp; Co-Ordinate specialised reedbed maintenance (filtration, reeds, irrigation)</p> <p>Treatment Plants maintenance for auditing purposes</p> <p>Liaising with client and managing outsources grass maintenance contractors</p>	
BUD1	<p><b>Rehabilitation Conceptual Design</b></p> <p>Input into engineers' final earthworks design &amp; providing the species and framework design</p> <p>Investigation &amp; Interpretation of past work &amp; future technical papers to ensure the rehabilitation meets legislation/long term adaptability</p>	10
BUD2	<p><b>PRUnit: Planting Propagation &amp; Management</b></p> <p>Operation and Management of the Plant Rescue Unit (PRUNit) by coordinating rescue and relocation of plant species</p> <p>These will include detailing plant seedling planting out, bagging, propagation and any associated works</p> <p>All planning to arrange implementation with specialist implementing team</p>	35
BUD3	<p><b>Maintenance - Invasive Alien Vegetation Control (IAC)</b></p> <p>Plan &amp; Co-Ordinate IAC for Specialist Implementing Teams</p> <p>Liaise with DSW for use of plant/machinery if needed &amp; disposal authority</p> <p>Ongoing maintenance assessments</p>	20
BUD5	<p><b>Fire Management Using Ecology</b></p> <p>The design of the species for growing "living fence lines"</p> <p>Managing the maintenance of firebreaks until habitat is fully adapted</p> <p>Arranging ad hoc outsourced maintenance for cutting</p>	30
BUD6	<p><b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b></p> <p>Management &amp; decision making of incoming environmental assets onto landfill</p> <p>Investigations &amp; co-ordination of asset relocation (including transport, loading etc.)</p> <p>Management &amp; Use of existing Plants for expanding existing habitat</p>	20
BUD7	<p><b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b></p> <p>Conceptualizing &amp; designing signage &amp; banners for Education Centre</p> <p>Investigation, Information gathering &amp; approval from client</p> <p>Reforestation Process - Detailing</p> <p>Arrange Signage upgrade/repair/installation - Average 25 No per year</p> <p>Conduct guide tours delegates, community etc. Average 20No per year</p> <p>Birdhide Maintenance &amp; Education Office Management</p>	50
BUD10	<p><b>Management of Endemic Indigenous Rehabilitation Nursery</b></p> <p>Guaranteeing endemic indigenous by coordinating collection &amp; sorting</p>	30

	<p>These will include detailing seedlings storage, bagging, cuttings &amp; deliveries</p> <p>All planning to arrange implementation with specialist implementing team</p>	
BUD1 1	<p><b><i>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</i></b></p> <p>Plan &amp; Co-Ordinate specialised reedbed maintenance (filtration, reeds, irrigation)</p> <p>Treatment Plants maintenance for auditing purposes</p> <p>Liaising with client and managing outsources grass maintenance contractors</p>	20
CN1	<p><b><i>Environmental Asset Management (Plants, Seeds, Rocks etc.)</i></b></p> <p>Management &amp; decision making of incoming environmental assets onto landfill</p> <p>Investigations &amp; co-ordination of asset relocation (including transport, loading etc.)</p> <p>Management &amp; Use of existing Plants for expanding existing habitat</p>	15
CN2	<p><b><i>Rescue &amp; Relocation</i></b></p> <p>Co-ordinating rescue and relocation of plant species</p> <p>These will include detailing plant seedling planting out, bagging, propagation and any associated works</p> <p>All planning to arrange implementation with specialist implementing team</p>	20
CN3	<p><b><i>Education &amp; Awareness (Signage, Tours, Publications etc.)</i></b></p> <p>Conceptualizing &amp; designing signage &amp; banners for site specific use</p> <p>Investigation, Information gathering &amp; approval from client</p> <p>Arrange Signage upgrade/repair/installation - Average 15No per year</p> <p>Conduct guide tours delegates, community etc. Average 5No per year</p>	10
CN4	<p><b><i>Maintenance - Invasive Alien Vegetation Control (IAC)</i></b></p> <p>Plan &amp; Co-Ordinate IAC for Specialist Implementing Teams</p> <p>Liaise with DSW for use of plant/machinery if needed &amp; disposal authority</p> <p>Electron Road bioswale &amp; reedbed maintenance</p> <p>Ongoing maintenance assessments</p>	30
CN6	<p><b><i>Fire Management Using Ecology</i></b></p> <p>The design of the species for growing "living fence lines"</p> <p>Managing the maintenance of firebreaks until habitat is fully adapted</p> <p>Arranging ad hoc outsourced maintenance for cutting</p>	20
CN7	<p><b><i>Tender Works - Planning &amp; Pre-Documentation</i></b></p> <p>Investigation of Environmental requirements for Engineer</p> <p>Compiling Particular Specifications for tender documentation - Input for Engineer</p>	15

	Pre Planning Onsite Works ahead of Construction commencement Representation of DSW Environmental Asset Team at Construction Stage	
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**PS.3.12.2 CONSERVATION & WILDLIFE MANAGER**..... Unit: R/hr

The tendered unit time-based fee rates are for all services as per table below for the Conservation & Wildlife Manager. The tendered time-based fee shall be final and binding as at time of tender and shall not be subjected to any variation through the contract period. The rates shall be fixed, and the tenderer is to price for year 1, year 2, and year 3 separately.

The rate shall include for all investigations, designs, documentation, co-ordination of ground teams, management and supervision thereof. These could include any required urgent intervention to maintain environmental compliance.

No additional payment will be made for training and induction of employees and or sub-contractors/consultants as it is intended that the Conservation & Wildlife Manager carries the responsibility to ensure that people on the project are aware/familiar with the environmental requirements.

The rate shall further cover any after hour work directly linked to the scope of work such as but not limited to red data nightwork, community representations, fire control etc. The collection and distribution of staff in the execution of normal supervisory duties, shall not be measured for payment.

Site	Conservation & Wildlife Manager	Hrs
BLF4	<p><b>Biodiversity Management</b></p> <p>Evaluation &amp; Decisions on biodiversity</p> <p>Interfacing with all parties arrange rescue &amp; Relocation (DSW, Engineer etc.)</p> <p>Progress monitoring and Interventions</p>	30
MLF4	<p><b>Biodiversity Management</b></p> <p>Evaluation &amp; Decisions on biodiversity</p> <p>Interfacing with all parties arrange rescue &amp; Relocation (DSW, Engineer etc.)</p> <p>Progress monitoring and Interventions</p>	30
MLF8	<p><b>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife or equivalent body)</b></p> <p>Fauna &amp; Flora Management relevant to EMP</p> <p>Human Impact Management &amp; Domestic Animal Management</p> <p>Official Ezemvelo Conservancy Reporting &amp; arranging year end AGM/site visit</p> <p>Ongoing Linkages with KZN Wildlife &amp; other eThekweni Conservancies</p>	15 0
MLF9	<p><b>Endangered Species &amp; Wildlife Management</b></p> <p>Official KZN Wildlife Management Specifications Compliance</p> <p>Endangered Wildlife Habitat Management to official document requirements</p> <p>Official Meetings with KZN Wildlife on Approvals covered under Ad Hoc Meetings</p>	30
LLF4	<p><b>Biodiversity Management</b></p> <p>Evaluation &amp; Decisions on biodiversity</p> <p>Interfacing with all parties arrange rescue &amp; Relocation (DSW, Engineer etc.)</p> <p>Progress monitoring and Interventions</p>	20
LLF8	<p><b>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife or equivalent body)</b></p> <p>Conceptualizing &amp; design towards a conservancy</p> <p>Environmental Management Plan compilation &amp; approvals</p> <p>Mapping</p> <p>Constitution etc.</p>	20
LLF9	<p><b>Endangered Species &amp; Wildlife Management</b></p> <p>Official KZN Wildlife Management Specifications Compliance</p> <p>Endangered Wildlife Habitat Management to official document requirements</p> <p>Official Meetings with KZN Wildlife on Approvals covered under Ad Hoc Meetings</p>	10

BUD4	<b><i>Biodiversity Management</i></b>  Evaluation & Decisions on biodiversity  Interfacing with all parties arrange rescue & Relocation (DSW, Engineer etc.)  Progress monitoring and Interventions	30
BUD8	<b><i>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife)</i></b>  Fauna & Flora Management relevant to EMP  Human Impact Management & Domestic Animal Management  Management of Reforestation Process with EPCPD  Ongoing Linkages with KZN Wildlife & other eThekweni Conservancies	85
BUD9	<b><i>Endangered Species &amp; Wildlife Management</i></b>  Official KZN Wildlife Management Specifications Compliance  Endangered Wildlife Habitat Management to official document requirements  Official Meetings with KZN Wildlife on Approvals covered under Ad Hoc Meetings	15
BUD1 2	<b><i>Buffer zone &amp; Footprint Integration to High Conservancy Status</i></b>  Integration management to move from Conservancy to Stewardship  Compliance to EMP, RoD, Landfill Permit, Terms of References etc.  Conservancy Upgrade design works and ongoing investigations  Formulate & design Final Nature Reserve (from Stewardship to Nature Reserve)  Linkages with EPCPD, local community & Authorities	30
CN5	<b><i>Biodiversity Management</i></b>  Evaluation & Decisions on biodiversity  Interfacing with all parties arrange rescue & Relocation (DSW, Engineer etc.)  Progress monitoring and Interventions	20

**PS.3.12.3 SPECIALIST IMPLEMENTING TEAM** ..... Unit: R/Day

The tendered unit time-based fee rates are for all services as per table below for the Specialist Implementing Team and Team Leaders (SIT & SITL). Four Team Leaders as well as a minimum of eight (8) experienced labourers consisting of the SIT has been identified under item PS 3.9 c) and the contractor is to use as a guide in identifying the required number of personnel deemed to be reasonable in executing the SIT related works. The rates shall be fixed, and the tenderer is to price for year 1, year 2, and year 3 separately.

This item shall cover all cost, overheads and profit for the service provider and no further surcharge will be payable on the tendered rates. The tendered time-based rate shall be all inclusive and shall be held to cover all charges for the service providers profits, timekeeping, clerical work, insurance,

establishment, superintendence, the use of hand tools, medical aid etc., and no additional surcharge over and above the tendered rates will be applicable. The collection and distribution of staff in the execution of normal supervisory duties shall not be measured for payment.

Site	Specialist Implementing Team (SIT)	New
BLF1	<b>Rehabilitation Conceptual Design</b> Not Applicable	
BLF2	<b>PRUnit: Planting Propagation &amp; Management</b> Rescue & relocation of species & Propagation & Planting out seedlings Average Tree No. 50      Average Shrub No. 425 Average Groundcover No 455      Average Seedling No 1200	
BLF3	<b>Maintenance - Invasive Alien Vegetation Control (IAC)</b> Alien cut, hand pull, remove seed heads & dispose to landfill Strip Bark of large woody species using NO Herbicides Average IAC (Ha) 8      Average Woody No 30	
BLF4	<b>Biodiversity Management</b> Rescue & Relocate relevant species to enhance habitat Planting out thereafter PRUnit Species Relocate Average Tree No 10      Plant Average Tree No 70 Relocate Average Shrub No 100      Plant Shrub Tree No 250 Relocate Average Groundcover No 150      Seed Enhancement No 1400	
BLF5	<b>Fire Management Using Ecology</b> Planting out as directed by EAM Plant/Replace Average Tree No 60      Plant/Replace Average Shrub No 260 Plant/Replace Average Groundcover No 270	
BLF6	<b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b> Retrieval & Relocation of Assets to destined sites Average Tree No. 10      Average Shrub No. 480 Average Groundcover No 315      Material Average 1ton loads No 18	
BLF7	<b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b> Not Applicable	
MLF1	<b>Rehabilitation Conceptual Design</b>	

	Not Applicable			
MLF2	<b>PRUnit: Planting Propagation &amp; Management</b>			
	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	Average Shrub No.	2000	
	Average Groundcover No	Average Seedling No	4000	
	Average Seed Species No	Average Bags No	8000	
	Average Cuttings No	Average Repairs No	20	
MLF3	<b>Maintenance - Invasive Alien Vegetation Control (IAC)</b>			
	Alien cut, hand pull, remove seed heads & dispose to landfill			
	Strip Bark of large woody species using NO Herbicides			
	Average IAC (Ha)	3	Average Woody No	75
MLF4	<b>Biodiversity Management</b>			
	Rescue & Relocate relevant species to enhance habitat			
	Planting out thereafter PRUnit Species			
	Relocate Average Tree No	60	Plant Average Tree No	160
	Relocate Average Shrub No	125	Plant Shrub No	500
	Relocate Average Groundcover No	500	Seed Enhancement No	2000
	Relocate Average Grass Sods m <sup>2</sup> at 300mm depth	450		
MLF5	<b>Fire Management Using Ecology</b>			
	Maintenance as directed by EAM			
	Average Area Maintenance (Ha)	3	Average Hours - Fire Fighting with Fire Department	35
	Plant/Replace Average Tree No	60	Plant/Replace Average Shrub No	160
	Plant/Replace Average Groundcover No	400		
MLF6	<b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b>			
	Retrieval & Relocation of Assets to destined sites			
	Average Tree No.	250	Average Shrub No.	1250
	Average Groundcover No	325	Material Average 1ton loads No	12
	Existing Average Plants No	300	Existing Average Seeds No	2500
	Existing Average Rocks No	100		
MLF7	<b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b>			
	Not Applicable			

MLF8	<b>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife or equivalent body)</b>			
	Maintenance & Works as directed by EAM			
	Flora Management (days)	10	Fauna Management (days)	12
MLF9	<b>Endangered Species &amp; Wildlife Management</b>			
	Maintenance & Works as directed by EAM			
	Average Area Endangered Habitat (Ha)	2.5		
MLF10	<b>Management of Endemic Indigenous Rehabilitation Nursery</b>			
	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	1200	Average Shrub No.	1000
	Average Groundcover No	550	Average Bags No	1000 0
	Average Seedling Trays No	40	Average Cuttings No	2500
MLF11	<b>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</b>			
	Maintenance Works as directed by EAM			
	Average Reedbed Area (m <sup>2</sup> )	850	Average Treatment Area (m <sup>2</sup> )	2350
	Average IAC (Ha)	3	Average Woody No	70
LLF1	<b>Rehabilitation Conceptual Design</b>			
	Not Applicable			
LLF2	<b>PRUnit: Planting Propagation &amp; Management</b>			
	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	800	Average Shrub No.	650
	Average Groundcover No	900	Average Seedling No	2000
MLF3	<b>Maintenance - Invasive Alien Vegetation Control (IAC)</b>			
	Alien cut, hand pull, remove seed heads & dispose to landfill			
	Strip Bark of large woody species using NO Herbicides			
	Average IAC (Ha)	8	Average Woody No	65
LLF4	<b>Biodiversity Management</b>			
	Rescue & Relocate relevant species to enhance habitat			
	Planting out thereafter PRUnit Species			
	Relocate Average Tree No	35	Plant Average Tree No	140
	Relocate Average Shrub No		Plant Shrub Tree No	250
	Relocate Average Groundcover No		Seed Enhancement No	2000
LLF5	<b>Fire Management Using Ecology</b>			

	Maintenance as directed by EAM			
	Average Area Maintenance (Ha)	4	Average Hours - Fire Fighting with Fire Department	15
	Plant/Replace Average Tree No	180	Plant/Replace Average Shrub No	175
	Plant/Replace Average Groundcover No	310		
LLF6	<b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b>			
	Retrieval & Relocation of Assets to destined sites			
	Average Tree No.	100	Average Shrub No.	300
	Average Groundcover No	380	Material Average 1ton loads No	10
LLF7	<b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b>			
	Not Applicable			
LLF8	<b>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife or equivalent body)</b>			
	Not Applicable (Still to be officially set up)			
LLF9	<b>Endangered Species &amp; Wildlife Management</b>			
	Not Applicable (Still to be officially set up)			
LLF10	<b>Management of Endemic Indigenous Rehabilitation Nursery</b>			
	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	360	Average Shrub No.	240
	Average Groundcover No	350	Average Bags No	3000
	Average Seedling Trays No	10	Average Cuttings No	1650
LLF11	<b>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</b>			
	Maintenance Works as directed by EAM			
	Average Reedbed Area (m <sup>2</sup> )	950	Average Treatment Area (m <sup>2</sup> )	1600
	Average IAC (Ha)	3	Average Woody No	50
BUD1	<b>Rehabilitation Conceptual Design</b>			
	Not Applicable			
BUD2	<b>PRUnit: Planting Propagation &amp; Management</b>			
	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	660	Average Shrub No.	750
	Average Groundcover No	800	Average Seedling No	1800
	Average Seed Species No	60	Average Bags No	4000

	Average Cuttings No	3000	Average Repairs No	10
BUD3	<b>Maintenance - Invasive Alien Vegetation Control (IAC)</b>			
	Alien cut, hand pull, remove seed heads & dispose to landfill			
	Strip Bark of large woody species using NO Herbicides			
	Average IAC (Ha)	4	Average Woody No	85
BUD4	<b>Biodiversity Management</b>			
	Rescue & Relocate relevant species to enhance habitat			
	Planting out thereafter PRUnit Species			
	Relocate Average Tree No	70	Plant Average Tree No	380
	Relocate Average Shrub No	125	Plant Shrub Tree No	260
	Relocate Average Groundcover No	320	Seed Enhancement No	2000
	Relocate Average Grass Sods m <sup>2</sup> at 300mm depth	200		
BUD5	<b>Fire Management Using Ecology</b>			
	Maintenance as directed by EAM			
	Average Area Maintenance (Ha)	3	Average Hours - Fire Fighting with Fire Department/Working on Fire	40
BUD6	<b>Environmental Asset Management (Plants, Seeds, Rocks etc.)</b>			
	Retrieval & Relocation of Assets to destined sites			
	Average Tree No.	70	Average Shrub No.	100
	Average Groundcover No	290	Material Average 1ton loads No	10
	Existing Average Plants No	165	Existing Average Seeds No	2000
	Existing Average Rocks No	50		
BUD7	<b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b>			
	Not Applicable			
BUD8	<b>Conservancy Management (Official Recognized by Ezemvelo KZN Wildlife or equivalent body)</b>			
	Maintenance & Works as directed by EAM			
	Flora Management (days)	15	Fauna Management (days)	10
BUD9	<b>Endangered Species &amp; Wildlife Management</b>			
	Maintenance & Works as directed by EAM			
	Average Area Endangered Habitat (Ha)	1		
BUD10	<b>Management of Endemic Indigenous Rehabilitation Nursery</b>			

	Rescue & relocation of species & Propagation & Planting out seedlings			
	Average Tree No.	250	Average Shrub No.	320
	Average Groundcover No	210	Average Bags No	6000
	Average Seedling Trays No	12	Average Cuttings No	2500
BUD1 1	<b>Maintenance to Reedbeds and Treatment Area (Landfill Gas &amp; Leachate)</b>			
	Maintenance Works as directed by EAM			
	Average Reedbed Area (m <sup>2</sup> )	3200	Average Treatment Area (m <sup>2</sup> )	1700
	Average IAC (Ha)	1.5	Average Woody No	14
BUD1 2	<b>Buffer zone &amp; Footprint Integration to High Conservancy Status</b>			
	Not Applicable			
CN1	<b>Environmental Asset Management (Plants, Seeds, Rocks etc)</b>			
	Retrieval & Relocation of Assets to destined sites			
	Average Tree No.	35	Average Shrub No.	60
	Average Groundcover No	170	Material Average 1ton loads No	10
CN2	<b>Rescue &amp; Relocation</b>			
	Retrieval & Relocation of Assets to destined sites			
	Relocate Average Tree No.	20	Plant Out Average Tree No.	90
	Relocate Average Shrub No	35	Plant Out Average Shrub No.	155
	Relocate Average Groundcover No	100	Existing Average Seeds No	2550
	Seed Enhancement No	1700	Relocate Average Grass Sods m <sup>2</sup> at 300mm depth	45
CN3	<b>Education &amp; Awareness (Signage, Tours, Publications etc.)</b>			
	Not Applicable			
CN4	<b>Maintenance - Invasive Alien Vegetation Control (IAC)</b>			
	Alien cut, hand pull, remove seed heads & dispose to landfill			
	Strip Bark of large woody species using NO Herbicides			
	Reedbed & Bioswale Maintenance m <sup>2</sup>	7000		
	Average IAC (Ha)	2.5	Average Woody No	40
CN5	<b>Biodiversity Management</b>			
	Rescue & Relocate relevant species to enhance habitat			
	Planting out thereafter PRUnit Species			
	Relocate Average Tree No	10	Plant Average Tree No	60

	Relocate Average Shrub No	40	Plant Shrub No	210
	Relocate Average Groundcover No	130	Seed Enhancement No	900
CN6	<b>Fire Management Using Ecology</b>			
	Maintenance as directed by EAM			
	Average Area Maintenance (Ha)	1.8	Average Hours - Fire Fighting with Fire Department	10
	Plant/Replace Average Tree No	50	Plant/Replace Average Shrub No	90
	Plant/Replace Average Groundcover No	195		
CN7	<b>Tender Works - Planning &amp; Pre-Documentation</b>			
	Not Applicable			

**PS.3.12.4 MANAGEMENT MEETINGS**.....Unit: R/hr

This item shall cover all charges in respect of attendance and provision of secretariat function. The rate shall allow for travel, secretarial service, overheads and circulation.

**PS.3.12.5 RECOVERABLE EXPENSES (DISBURSMENTS)**.....Unit: Provisional Sum

Recoverable expenses which cannot be compensated under existing rates and have to be purchased or procured, will be paid for at cost, excluding VAT, plus a surcharge. The unit of measurement allowed for is a provisional sum and details of the anticipated recoverable costs are as per item PS.3.11. In general, the percentage mark up on each recoverable expense will be covered by item PS.3.12.5 (b).

The bidder is to tender a mark-up (item PS.3.12.5 (b)) on item PS.3.12.5 of the Schedule of Quantities. This markup is included to cover the Service Provider's overheads, profits and charges on the works.

Disbursements will cover items pertaining to three categories of work namely, nursery related items and conservancy related items. These include but are **not** limited to;

1. Nursery Related Items: Seedlings trays, plant bags, weed matting, insecticide, gum-poles, etc.
2. Conservancy Related Items: Signage, irrigation fittings, trails work, conservancy forum items relating to registration processes, etc.

**PS.3.13 TRAVEL** Unit: R/km

This item shall cover all charges relating to the traveling undertaken by the service provider to complete the work being conducted. The tendered fee shall be final and binding as at time of tender and shall not be subjected to any variation through the contract period. The rates shall be fixed, and the tenderer is to price for year 1, year 2, and year 3 separately. The rates provided should be applicable to a vehicle that is of an all-terrain nature and has 4x4 capabilities. A vehicle of this nature is a minimum requirement as the service provider will be required to access remote, not easily accessible areas of the respective sites as dictated by the nature of the works specified

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

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

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# STANDARD PROFESSIONAL SERVICES CONTRACT

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

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Standard Professional Services Contract