DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 29°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL

TENDER Number: E1337
KfW Project Number: (BMZ-No) 2006 66 073

NAME OF TENDERER: TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 29°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL

This tender closes at 11h00 on 15 June 2016.
The tender closing box is located at Environment House, 473 Steve Biko Road, Arcadia, Pretoria

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:
Department of Environmental Affairs
Environment House, 473 Steve Biko Road, Arcadia
PRETORIA
SOUTH AFRICA
0001
Contact Name: Jenitha Badul
Telephone: jbadul@environment.gov.za

Prepared by:
COWI A/S (DK)
Parallelvej 2
Kongens Lyngby
DENMARK
2800
Contact Name: Ekkehard Schwehn
Email: eksc@cowi.com
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL

Tender Documents: Pages T1- T117
Contract Documents: Pages C1- C67

CONTENTS

<table>
<thead>
<tr>
<th>Part</th>
<th>Heading</th>
<th>Page Colours</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Tender</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part T1: Tendering procedures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T1.1</td>
<td>Tender Notice and Invitation to Tender</td>
<td>White</td>
<td>T5</td>
</tr>
<tr>
<td>T1.2</td>
<td>Tender Data</td>
<td>Pink</td>
<td>T8</td>
</tr>
<tr>
<td>Part T2: Returnable documents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T2.1</td>
<td>List of Returnable Documents</td>
<td>Yellow</td>
<td>T20</td>
</tr>
<tr>
<td>T2.2</td>
<td>Returnable Schedules</td>
<td>Yellow</td>
<td>T24</td>
</tr>
<tr>
<td>The Contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part C1: Agreements and Contract Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C1.1</td>
<td>Form of Offer and Acceptance</td>
<td>Yellow</td>
<td>C3</td>
</tr>
<tr>
<td>C1.2</td>
<td>Contract Data</td>
<td>Yellow</td>
<td>C9</td>
</tr>
<tr>
<td>C1.3</td>
<td>Form of Guarantee / Performance Security</td>
<td>White</td>
<td>C20</td>
</tr>
<tr>
<td>C1.4</td>
<td>Insurance Broker’s Warranty</td>
<td>White</td>
<td>C24</td>
</tr>
<tr>
<td>Part C2: Pricing Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C2.1</td>
<td>Pricing Instructions</td>
<td>Yellow</td>
<td>C28</td>
</tr>
<tr>
<td>C2.2</td>
<td>Bill of Quantities</td>
<td>Yellow</td>
<td>C30</td>
</tr>
<tr>
<td>Part C3: Scope of Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C3.1</td>
<td>Scope of Works</td>
<td>Blue</td>
<td>C33</td>
</tr>
<tr>
<td>C3.2</td>
<td>Project Drawings</td>
<td></td>
<td>C56</td>
</tr>
<tr>
<td>C3.3</td>
<td>Remuneration and Payment</td>
<td></td>
<td>C64</td>
</tr>
<tr>
<td>Part C4: Site Information</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C4.1</td>
<td>Locality Plan</td>
<td>Green</td>
<td>C67</td>
</tr>
</tbody>
</table>
This document checklist is provided to assist the tenderer.

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>CHECKED</th>
</tr>
</thead>
</table>
| 1     | Returnable Schedules in Section T2.2
| 2     | Tender:
|       | i)     | Completed in **legible BLACK INK** only.............................................................. |
|       |        |                                                                                      |
|       | ii)    | Corrections crossed out and initialled ............................................................... |
PART T1:
TENDERING PROCEDURES

T1.1  TENDER NOTICE AND INVITATION TO TENDER ........................................ T5

T1.2  TENDER DATA ................................................................................................ T8
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 29°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL

The Department of Environmental Affairs (DEA), invites tenders from Contractors, for the appointment to design, build and equipping a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill site, (Coordinates: 29°35'38.96"S/29°52'11.46"E), Impendle, KwaZulu-Natal. The duration of the project will be 5 MONTHS with the last day of completion being 30 November 2016.

The Contractor shall be registered in a CIDB Contractor Grading designation of minimum 6 GB & EB.

Tender documents will be available as from 06 May 2016 to 15 June 2016 through the Government eTender Portal (http://www.etenders.gov.za) and Department of Environmental Affairs portal (www.environment.gov.za). The physical address for collection of tender documents is: DEPARTMENT OF ENVIRONMENTAL AFFAIRS, 473 STEVE BIKO ROAD, ARCADIA, PRETORIA (or enquire through the website www.environment.gov.za)

Prospective tenderers have the opportunity to register per e-mail (voluntary procedure). Such registration e-mail must be addressed to Mr. Ekkehard Schwehn at eksc@cowi.com. Each tenderer will receive an acknowledgement of registration.

Technical queries relating to this tender may be addressed to:

Mr. Ekkehard Schwehn (COWI), e-mail address: eksc@cowi.com

Supply chain and administrative queries relating to this tender may be addressed to:

Dr. Jenitha Badul (DEA) – jbadul@environment.gov.za

Mr. Samuel Mofokeng (Project Steering Committee) – smofokeng@environment.gov.za

A non-compulsory briefing session will be held on 17 May 2016 from 9h30 to 11h30 for interested tenderers at the Golden Horse Hotel Southern Sun – Pietermaritzburg. This briefing session is voluntary as questions or matters for clarification will be distributed to all prospective tenderers.

Tenderers are requested to forward questions or matters for clarification in writing (per e-mail only to eksc@cowi.com), as indicated in this tender document. They must be received not later than 17:00 on
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

The fourteenth (14) day before the tender closing date. Questions or matters for clarification received will be distributed to all prospective tenderers who registered and will furthermore be published on the eTender portal and the Department of Environmental Affairs webportal.

The closing time for receipt of tenders is 11h00 on 15 June 2015. Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT: Environment House, 473 Steve Biko Road, Arcadia, Pretoria. Please enquire at reception.

Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

The tender box is generally open from 08h00 – 16h00 hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).

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

ADDITIONAL GUIDELINES

The rules of the present tender are in accordance with the latest version of KfW Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries.

These Guidelines can be obtained from the KfW website: https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications/
COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS
T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer’s obligations and the Employer’s undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the 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, as printed in Board Notice 86 of 2010 in the Government Gazette No. 33239 of 2010, and amendments dated 28 May 2010.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data / Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.2</td>
<td>The Tender Documents consist of the following:</td>
</tr>
<tr>
<td></td>
<td>(a) This Project Document, which contains the following:</td>
</tr>
<tr>
<td></td>
<td><strong>PART T1: TENDERING PROCEDURES</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender Notice and Invitation to Tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender Data</td>
</tr>
<tr>
<td></td>
<td><strong>PART T2: RETURNABLE DOCUMENTS</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of Returnable Documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable Schedules</td>
</tr>
<tr>
<td></td>
<td><strong>PART C1: AGREEMENTS AND CONTRACT DATA</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of Offer and Acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract Data</td>
</tr>
<tr>
<td></td>
<td>C1.3 Form of Guarantee / Performance Security</td>
</tr>
<tr>
<td></td>
<td>C1.4 Insurance Broker’s Warranty</td>
</tr>
<tr>
<td></td>
<td><strong>PART C2: PRICING DATA</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing Instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td><strong>PART C3: SCOPE OF WORKS</strong></td>
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<td></td>
<td>C3.1 Scope of Works</td>
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<tr>
<td></td>
<td>C3.2 Project Drawings</td>
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<td></td>
<td>C3.3 Remuneration and Payment</td>
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<tr>
<td></td>
<td><strong>PART C4: SITE INFORMATION</strong></td>
</tr>
<tr>
<td></td>
<td>C4.1 Locality Plan</td>
</tr>
</tbody>
</table>
|               | (b) FIDIC Conditions of Contract for PLANT and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor – First Edition 1999’ This document is obtainable separately and Tenderers shall obtain their own copy.
### Clause Number | Data / Wording
--- | ---
(c) | ‘The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)’. These documents are obtainable separately and Tenderers shall obtain their own copies.
(e) | The Preferential Procurement Policy Framework Act and the Preferential Procurement Regulation, 2011

In addition Tenderers are advised, in their own interest, to obtain their own copies of **all the relevant Acts, Regulations and Standards** referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.

### F.1.4
The employer’s agent is:
Name of the Firm: **COWI A/S (DK)**
E-mail: [eksc@cowi.com](mailto:eksc@cowi.com)

### F.2.1
1. Tendered offers will only be accepted if:
   (a) The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services (SARS) or has made arrangements to meet outstanding tax obligations. It is compulsory to provide either of the aforementioned documents with the bid offer. Tenderers must have a valid Tax Clearance Certificate to contract with the Employer.
   (b) The tenderer or any of its directors/ shareholders/ trustees is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
   (c) The tenderer submits a letter of intent from an approved South African bank/ insurer undertaking to provide the Performance Bond to the format included in tender document.
   (d) The tenderer is registered with the CIDB in an appropriate contractor grading designation. A certified copy of the CIDB registration document must accompany the tender offer.
   (e) The tenderer has not:
      (i) abused the Purchaser’s Supply Chain Management System; or
      (ii) failed to perform on any previous contract and has been given a written notice to this effect.
### Clause Number | Data / Wording
--- | ---
(f) | The tender offer is signed by a person authorized to sign on behalf of the Tenderer.
(g) | 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.
(h) | Tenderers must provide certified copies of Compensation for Occupational Injuries and Diseases Act (COIDA) that it is in good standing with the compensation fund or with a licensed compensation insurer.
(i) | The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
(j) | The tenderer has not failed to perform on any previous contracts and has not been given a written notice to the effect.
(k) | The tenderer has submitted certified copies of the directors, owners and shareholders identity documents with the tender offer.
(l) | A tenderer who submitted a tender as a joint venture has to include an acceptable joint venture agreement with his/her tender or has provided a letter of intent to form a joint venture signed by all parties.
(m) | The tenderer is not in arrears for more than thirty (30) days with municipal rates and taxes and services charges.
(n) | The tenderer complies with the specifications and conditions applicable to the tender and submitted all the required documentation as stipulated in this tender document.
(o) | All tender documents must be initialled on each page and signed by the tenderer where indicated.
(p) | Prospective tenderers have the opportunity to register per e-mail. Such registration e-mail must be addressed to Mr Ekkehard Schwehn at eksc@cowi.com. Each tenderer will receive an acknowledgement of registration.

The Contractor shall be registered in CIDB contractor grading designation minimum **6 GB & EB** and can provide evidence of having done similar work previously.

2. The additional conditions of tender are:

(a) DEA may also request that the tenderer provide written evidence that his/her financial, labour and resources are adequate for carrying out the project.

(b) The DEA reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.
**DEPARTMENT OF ENVIRONMENTAL AFFAIRS**

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data / Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c)</td>
<td>Tender documents must be completed in black ink.</td>
</tr>
<tr>
<td>(d)</td>
<td>Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. DEA reserves the right to reject the tender if corrections are not made in accordance with the above.</td>
</tr>
</tbody>
</table>

F.2.7 There will be non-compulsory briefing session held on **17 May 2016** at 9h30 at the Golden Horse Southern Sun Hotel – Pietermaritzburg.

F.2.8 Change ‘five working days’ to ‘fourteen calendar’ days.

F.2.10 All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).

F.2.13

**F.2.13.3** Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

**F.2.13.5** Tenderers must submit two (2) identical proposals for each bid clearly marked “ORIGINAL” and “COPY”.

The submission of bids shall be in **two (2) large envelopes** (“ORIGINAL” and “COPY”) each inclosing **three (3) separate envelopes** as detailed in the BID SUBMISSION CHECKLIST below, and clearly marked on the outside of the respective envelope:

**ENVELOPE 1**: “Qualification Documents”

**ENVELOPE 2**: “Technical Proposal”

**ENVELOPE 3**: “Financial Proposal” – sealed!

The Financial Proposal shall be sealed and no financial information shall be contained in the “Qualification Documents” or “Technical Proposal”. If financial information is included in the “Qualification Documents” or in the “Technical Proposal” the tender shall be rejected.

The package shall display the following information:

- The address where Tenders have to be sent;
- The title of the call for Tenders such as indicated in the invitation letter;
- The Tenderer’s name, physical (street) and postal address, contact person and contact numbers (mobile, landline, facsimile and e-mail);
- The following words clearly visible: “Invitation to Tender – Not to be opened by the Postal Service”.

The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:
<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data / Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Tender Box:</td>
<td>Department of Environmental Affairs</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>473 Steve Biko, Arcadia, Pretoria</td>
</tr>
<tr>
<td>Identification Details:</td>
<td>N/A</td>
</tr>
<tr>
<td>F.2.13.6</td>
<td>A three-envelope system will <strong>be followed</strong>.</td>
</tr>
<tr>
<td>F.2.15</td>
<td>The closing time for submission of Tender Offers is: <strong>11h00 on 15 June 2016</strong>. Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</td>
</tr>
<tr>
<td>F.2.16</td>
<td>The tender offer validity period is <strong>twelve (12) weeks</strong> from the closing time for submission of tenders.</td>
</tr>
<tr>
<td>F.2.19</td>
<td>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</td>
</tr>
<tr>
<td>F.2.22</td>
<td>This is not applicable.</td>
</tr>
<tr>
<td>F.2.23</td>
<td>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</td>
</tr>
</tbody>
</table>
| F.3.4 | This shall be an open tender opening. The time and location for opening of the tender offers are:  
**Envelope 1**  
Time: 11h00  
Date: 15 June 2016  
Location: Department of Environmental Affairs, Environment House, 473 Steve Biko Road, Arcadia, Pretoria  
**Envelope 2**  
Time: 11h00  
Date: 15 June 2016  
Location: Department of Environmental Affairs, Environment House, 473 Steve Biko Road, Arcadia, Pretoria  
**Envelope 3**  
Time: 11h00  
Date: 12 July 2016  
Location: Department of Environmental Affairs, Environment House, 473 Steve Biko Road, Arcadia, Pretoria  
F.3.5 | A two-envelope system will not be followed. Instead a three-envelope system will **be followed**. The evaluation thereof is described in F.3.11. |
| F.3.11 | Evaluation of tender offers  
F.3.11.1 | The procedure for evaluation of responsive Tender Offers will be Method 2: Functionality, Price and Preference.  
F.3.11.3 | The evaluation of proposals will be separated into three stages:  
**Stage 1**: Qualification evaluation (Section 1 – “Qualification Documents”);  
**Stage 2**: Technical evaluation (Section 2 – “Technical Proposal”), and |
Stage 1

First, the eligibility is confirmed if the “Qualifying Documents” of the firm correspond to the stipulations indicated in Section 1 – “Qualifying Documents”. Only those tenderers, which fulfill all criteria of Stage 1, are eligible for the Stage 2 evaluation.

Stage 2

Eligible tenders passing Stage 1 will be technically evaluated for functionality in accordance with the Stage 2 evaluation criteria. The Stage 2 evaluation criteria will be assessed in terms of six indicators, namely: No information to make assessment; Poor; Marginally falls short of meeting requirements; Meets requirements; Exceeds requirements; and Exceeds requirements whilst value adding. The scores of each of the evaluators will be weighted and totalled to obtain the final weighted score for Stage 2. The prompts for judgement and the associated scores used in the evaluation of quality shall be as follows:

| Prompts for Evaluation and the associated scores |
|------------------|---|---|---|---|---|---|
| 0 | 1 | 2 | 3 | 4 | 5 |
| No information to make assessment | Poor | Marginally falls short of requirements | Meets requirements | Exceeds requirements | Exceeds requirements whilst adding value |

The evaluation of technical information will be guided by the following:

- tenderer’s understanding of the brief – the tender provides a clear indication that the tenderer fully understands the purpose and scope of the work and the tenderers’ own roles and functions in this regard;
- capability and experience – the tender provides a clear indication that the tenderer’s team comprises of people with the necessary experience, skills, qualifications and knowledge required to ensure maintenance and repairs of the highest standards of quality;
- track record – the tender provides clear information on previous, relevant projects that confirm that the tenderer has the required experience and success track record in the area of KwaZulu-Natal;
- quality of the tender – the tender is structured, laid-out, formatted and organised in such a way that the Tender Evaluation Committee is easily able to assess the tender in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the tenderer if successful.

The assessment categories for Stage 2 will be utilised in the evaluation process:

- Capability (maximum of 25 (twenty-five) weighted points, minimum of 20 (twenty) weighted points to proceed to Stage 3).
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

Previous experience and track record (maximum of 50 (fifty) weighted points, minimum of 35 (thirty-five) weighted points to proceed to Stage 3).

Management and planning (maximum of 25 (twenty-five) weighted points, minimum of 20 (twenty) weighted points to proceed to Stage 3).

The tenderer must score a minimum of 75 (seventy-five) weighted points out of 100 during Stage 2 (technical) of the evaluation to qualify for Stage 3 of the evaluation where only points for price (90%) and B-BBEE (10%) will be considered. The tenderers will be evaluated using the following evaluation criteria:

<p>| Stage 2 |
|------------------|------------------|------------------|------------------|
| <strong>Cat.</strong> | <strong>Required Information</strong> | <strong>Compliance Measure</strong> | <strong>Max Score</strong> | <strong>Weight</strong> | <strong>Max Weighted Score</strong> |
| Capability | Key staff members to be evaluated on qualifications, experience and professional status, detailed on CVs. Registration certificates must be certified. Personnel with less than the required minimum years of relevant experience will obtain a score less than the Meet Requirements score | Design Team: | 5 | 0.8 | 4 |
| | | Design Lead (minimum 15 (fifteen) years’ experience) | | | |
| | | Civil/Structural engineer (minimum 15 (fifteen) years’ experience) | 5 | 0.8 | 4 |
| | | Electrical engineer (minimum 15 (fifteen) years’ experience) | 5 | 0.6 | 3 |
| | Construction Team: | Construction manager (minimum 15 (fifteen) years’ experience) | 5 | 0.8 | 4 |
| | | Site Agent (minimum 10 (ten) years’ experience) | 5 | 0.6 | 3 |
| | | SHE Representative (minimum 10 (ten) years’ experience) | 5 | 0.6 | 3 |
| | Project Organisational Chart | A project organisational structure identifying all resources indicated above and all support staff required to ensure successful delivery of the project, including interfaces with the DEA | 5 | 0.8 | 4 |
| Subtotal | | | 35 | | 25 |
| Previous Experience and Track Record | Tenderer's past experience in delivering similar and other projects of similar scale. Companies with less than the required minimum number of relevant projects will obtain a score less than the Meet Requirements score | Construction experience of similar projects must at least include description, value, responsibility and location | 5 | 3 | 15 |
| | | Design experience of similar projects must at least include description, value, responsibility and location | 5 | 3 | 15 |</p>
<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data / Wording</th>
<th>5</th>
<th>4</th>
<th>20</th>
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<tbody>
<tr>
<td></td>
<td>Project related reference Letters. At least 3 for similar type projects.</td>
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<td>4</td>
<td>20</td>
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<tr>
<td>Subtotal</td>
<td></td>
<td>15</td>
<td>50</td>
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<td></td>
<td>Method Statement (Must be based on the scope of work defined in the tender document)</td>
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<td>1.5</td>
<td>7.5</td>
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<tr>
<td></td>
<td>The method statement must as a minimum address the following aspects:</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>• Design process and approvals;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Construction process;</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>• SHE &amp; Quality compliance during the construction phase; and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Completion and handover</td>
<td></td>
<td></td>
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<td>Project Program (Must be based on the scope of work defined in the tender document)</td>
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<td>2</td>
<td>10</td>
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<td></td>
<td>The Project Schedule must as a minimum address the following:</td>
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<td>• Appointment and commencement of contract;</td>
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<tr>
<td></td>
<td>• Design activities;</td>
<td></td>
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<td>• Design reviews;</td>
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<td></td>
<td>• Approvals;</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Site establishment;</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Excavation and earthworks preparation;</td>
<td></td>
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<tr>
<td></td>
<td>• Installation of required services (water, electricity, sewage, etc.); and</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Construction of the building and hardstand areas subdivided into concrete works, steel erection, sheeting, masonry and other sub-disciplines as deemed necessary</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Plant and equipment list</td>
<td>5</td>
<td>1.5</td>
<td>7.5</td>
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<tr>
<td></td>
<td>As a minimum the plant and equipment schedule shall list presently owned or leased plant with full availability for the duration of the contract</td>
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<tr>
<td>Subtotal</td>
<td></td>
<td>15</td>
<td>25</td>
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**Stage 3**

Only those bidders, which fulfil all criteria of Stages 1 and 2, are eligible for the Stage 3 evaluation.

<table>
<thead>
<tr>
<th>STAGE 3</th>
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<tbody>
<tr>
<td>A. PRICE</td>
</tr>
<tr>
<td>90 Number of points (90/10)</td>
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<tr>
<td>B. Broad-Based Black Economic Empowerment (B-BBEE) Status Level Contributor</td>
</tr>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>3</td>
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<td>4</td>
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</tbody>
</table>
NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 (ten) points for B-BBEE.

**Scoring Preference points**

The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also [www.sanas.co.za](http://www.sanas.co.za) for details of accredited Verification Agencies.

Up to 100 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer’s scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2011) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Eligibility for preference points is subject to the following conditions:

(a) A tenderer’s scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and

(b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and

(c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and

(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and

(e) Compliance with any other information requested to be attached to Returnable Schedule L.

**Total Scores for Financial and Preference**

The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.

F.3.13  F.3.13.1  The legal requirements for acceptance of the tender offer are:

(a) **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and
Clause Number | Data / Wording
---|---

Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

(b) **Abuse of the SCM System** - the Tenderer has not abused the Employer’s Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.

(c) **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.

(d) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:

(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;

(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;

(iii) having approached an officer or employee of the Employer or the Employer’s Agent with the object of influencing the award of a Contract in the Tenderer’s favour;

(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;

(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.

The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

The DEA is not bound to select any of the firms submitting tenders. DEA reserves the right not to award any of the tenders, to award the contract to more than one Contractor, to award only part of the contract or not to award the contract to the tenderer with the lowest tendered price.

F.3.14.1 | Before any work can commence all contractual documents must be signed by both parties (Department of Environmental Affairs (DEA) and the successful bidder) as well as the issue of an official purchase order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

F.3.17 | The number of paper copies of the signed contract to be provided by the Employer is one (1).
PART T2: TENDERING RETURNABLES

T2.1 LIST OF RETURNABLE DOCUMENTS ............................................................. T20

T2.2 RETURNABLE DOCUMENTS ........................................................................ T24
COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers are required to submit each of the following items with their tender as per the TENDER SUBMISSION CHECKLIST. Each item must be circled and submitted as indicated. These items are considered “gate keepers”. Failure to submit an item which is a gatekeeper will result in the tender declared non-responsive and as a result disqualified.

<table>
<thead>
<tr>
<th>Envelope 1 – “Qualification Documents”</th>
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</thead>
<tbody>
<tr>
<td><strong>Ref</strong></td>
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<tr>
<td>A</td>
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<td>Q</td>
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## Envelope 1 – “Qualification Documents”

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<tbody>
<tr>
<td>T</td>
<td>Declaration for Procurement above R10 million (all applicable taxes included)</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>U</td>
<td>Financial statements for the past three years</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>V</td>
<td>Municipal accounts or lease agreement and letter from landlord indicating payment of municipal accounts</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>W</td>
<td>Details of insurance cover</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>X</td>
<td>Valid Construction Industry Development Board (CIDB) certificate</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Y</td>
<td>Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Z</td>
<td>Enterprise Registration Certificate</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AA</td>
<td>Certified Identification documents</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AB</td>
<td>Company share certificates</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AC</td>
<td>South African National Suppliers Database</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AD</td>
<td>Complete tender document</td>
<td>Yes/ No</td>
<td>1</td>
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## Envelope 2 – “Technical Proposal”

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<td>Yes/ No</td>
<td>2</td>
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<tr>
<td>AF</td>
<td>UNPRICED Bill of Quantities</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AG</td>
<td>Schedule of work</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AH</td>
<td>Proposed key personnel</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AI</td>
<td>Qualifications and professional registration of key personnel</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AJ</td>
<td>Project organisational chart</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AK</td>
<td>Reference letters for EPC/ turnkey contracts</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AL</td>
<td>Project Program</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AM</td>
<td>Method Statement</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AN</td>
<td>Schedule of Plant and Equipment</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AO</td>
<td>Data sheets of plant/ equipment</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AP</td>
<td>Contract Price Adjustment Formula</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AQ</td>
<td>FOREX Component Details</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AR</td>
<td>Deviations and Qualifications</td>
<td>Yes/ No</td>
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### Envelope 3 – “Financial Proposal”

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</tr>
<tr>
<td>AT</td>
<td>Pricing Schedule</td>
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<td>3</td>
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<tr>
<td>AU</td>
<td>Project Cash Flow</td>
<td>Yes/ No</td>
<td>3</td>
</tr>
<tr>
<td>AV</td>
<td>PRICED Bill of Quantities</td>
<td>Yes/ No</td>
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COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
## T2.2 RETURNABLE SCHEDULES

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<tbody>
<tr>
<td>A</td>
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<tr>
<td>B</td>
<td>Record of Addenda to Tender Documents</td>
</tr>
<tr>
<td>C</td>
<td>Compulsory Enterprise Questionnaire</td>
</tr>
<tr>
<td>D</td>
<td>SBD 1 – Invitation to Bid</td>
</tr>
<tr>
<td>E</td>
<td>SBD 2 – Tax Clearance Certificate Requirements</td>
</tr>
<tr>
<td>F</td>
<td>SBD 4 – Declaration of interest</td>
</tr>
<tr>
<td>G</td>
<td>SBD 5 – The National Industrial Participation Programme</td>
</tr>
<tr>
<td>H</td>
<td>SBD 6.1 – Preference points claim form in terms of the preferential procurement regulations 2011</td>
</tr>
<tr>
<td>I</td>
<td>B-BBEE Certificate</td>
</tr>
<tr>
<td>J</td>
<td>SBD 8.1 – Declaration of bidder’s past Supply Chain Management practices</td>
</tr>
<tr>
<td>K</td>
<td>SBD 8.2 – Declaration of Undertaking</td>
</tr>
<tr>
<td>L</td>
<td>SBD 9 – Certificate of Independent bid determination</td>
</tr>
<tr>
<td>M</td>
<td>Supplier Registration Form 2013/2014</td>
</tr>
<tr>
<td>N</td>
<td>BAS Entity Maintenance Form</td>
</tr>
<tr>
<td>O</td>
<td>Conflict of Interest Declaration</td>
</tr>
<tr>
<td>P</td>
<td>Resolution by Directors/ Members/ Trustees</td>
</tr>
<tr>
<td>Q</td>
<td>Certificate of Authority for Partnership/ Joint Ventures/ Consortiums</td>
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<tr>
<td>R</td>
<td>Supplier Account Detail</td>
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<tr>
<td>S</td>
<td>Partnership/ Joint Venture/ Consortium Agreement</td>
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<tr>
<td>AU</td>
<td>Project Cash Flow</td>
</tr>
<tr>
<td>AV</td>
<td>PRICED Bills of Quantities</td>
</tr>
</tbody>
</table>

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer shall lead to rejection on the grounds that the tender is not responsive.
### A. BID SUBMISSION CHECKLIST – ENVELOPE 1

#### Envelope 1 – “Qualification Documents”

<table>
<thead>
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<th>Ref</th>
<th>Item</th>
<th>Check</th>
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<tbody>
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<td>1</td>
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<tr>
<td>B</td>
<td>Record of Addenda to Tender Documents</td>
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<td>F</td>
<td>SBD 4 – Declaration of interest</td>
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<td>1</td>
</tr>
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<tr>
<td>L</td>
<td>SBD 9 – Certificate of Independent bid determination</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>M</td>
<td>Supplier Registration Form 2013/2014</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>N</td>
<td>BAS Entity Maintenance Form</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>O</td>
<td>Conflict of Interest Declaration</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>P</td>
<td>Resolution by Directors/ Members/ Trustees</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Q</td>
<td>Certificate of Authority for Partnership/ Joint Ventures/ Consortiums</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>R</td>
<td>Supplier Account Detail</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>S</td>
<td>Partnership/ Joint Venture/ Consortium Agreement</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>T</td>
<td>Declaration for Procurement above R10 million (all applicable taxes included)</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>U</td>
<td>Financial statements for the past three years</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>V</td>
<td>Municipal accounts or lease agreement and letter from landlord indicating payment of municipal accounts</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>W</td>
<td>Details of insurance cover</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>X</td>
<td>Valid Construction Industry Development Board (CIDB) certificate</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Y</td>
<td>Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Z</td>
<td>Enterprise Registration Certificate</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AA</td>
<td>Certified Identification documents</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>Ref</td>
<td>Item</td>
<td>Check</td>
<td>Envelope</td>
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<td>-----</td>
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<td>----------</td>
</tr>
<tr>
<td>AB</td>
<td>Company share certificates</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AC</td>
<td>South African National Suppliers Database</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
<tr>
<td>AD</td>
<td>Complete tender document</td>
<td>Yes/ No</td>
<td>1</td>
</tr>
</tbody>
</table>
B. 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 and are attached hereto.

<table>
<thead>
<tr>
<th>ADDENDUM No.</th>
<th>DATE</th>
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<tbody>
<tr>
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</tbody>
</table>

Please attach all Addenda to this page

SIGNATURE: .................................................. DATE: ......................................

(Of person authorised to sign on behalf of the Tenderer)
C. COMPULSORY ENTERPRISE QUESTIONNAIRE

FORM C: PART 1: PARTICULARS AND RECORD OF SERVICE OF THE STATE

The following particulars must be furnished:

| Section 1: Name of enterprise:                                                                 |
|                                                                                               |
| Section 2: VAT registration number:                                                            |
|                                                                                               |
| Section 3: CIDB registration number:                                                            |
|                                                                                               |

Section 4: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal income tax number*</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

* Complete only if sole proprietor or partnership, and attach separate page if more than three partners

Section 5: Particulars of companies and close corporations

| Company registration number:                                                                 |
|                                                                                               |
| Close corporation number:                                                                    |
|                                                                                               |
| Tax reference number:                                                                        |
|                                                                                               |

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder**</th>
<th>Name of institution, public office, board or organ of state served and position held**</th>
<th>Status of service (tick appropriate column)**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
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</tbody>
</table>

** Attach additional pages if more space is required
Section 7: Record of spouses, children and parents in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of spouse, child or parent***</th>
<th>Name of institution, public office, board or organ of state served and position held***</th>
<th>Status of service (tick appropriate column)***</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Current</td>
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</tbody>
</table>

*** Attach additional pages if more space is required

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

(i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
(ii) confirms that neither the name of the enterprise nor 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, has within the last five years been convicted of fraud or corruption;
(iv) confirms that I am not / we are not associated, linked or involved with any other tendering entities submitting tender offers and that I / we 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 information provided above in Sections 1 to 7 of Form C: Part 1 is within my personal knowledge and is to the best of my belief both true and correct.
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

Signed: ___________________________ Date: ___________________________

Name: ___________________________ Position: ___________________________

Enterprise name: ______________________________________________________
Every question must be answered individually on this form and the required information must be provided, whether a relationship is present or not. Failure to do so will invalidate your tender.

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare whether:
   - the tenderer is employed by the State; and/or
   - the legal person (tendering entity) on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. In order to give effect to the above, the following questions must be answered and the required information provided and submitted with the tender.

2.1. The names of all directors/ shareholders²/members/partners/individual owners/trustees and their individual identity numbers and tax reference numbers are to be inserted in the table below. If applicable, State Employee / PERSONNEL numbers must be indicated in the last column.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Position held (director, shareholder, member, partner, individual owner, trustee, etc.)</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personnel Number if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

If the space provided above is insufficient, details as specified above can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the table above.

¹“State” means:
   (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
   (b) any municipality or municipal entity;
   (c) any provincial legislature;
   (d) the National Assembly or the National Council of Provinces; or
   (e) Parliament.

²“shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

2.2. Full names of tenderer or his or her representative:

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

2.3. Identity Number:

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

2.4. Position (e.g., director/shareholder/member/partner/individual owner/trustee) occupied in the company/close corporation/partnership/sole proprietorship/trust (referred to hereinafter as the “tendering entity”):

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

2.5. Registration number of tendering entity:

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

2.6. Tax reference number of tendering entity:

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

2.7. VAT registration number of tendering entity:

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

If the space provided for any of paragraphs 2.8 to 2.14 below is insufficient, the required information can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the relevant paragraph below.

2.8. Are you or any person connected with the tenderer presently employed by the State? Kindly mark the applicable answer with a tick √.

YES

NO

If yes, furnish the following particulars:

2.8.1. Name of director/shareholder/member/partner/individual owner/trustee/other connected person:

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

2.8.2. Name of State institution which employs you or the person connected to the tenderer:

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

2.8.3. Position occupied in the State institution:

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

2.8.4. Any other particulars:

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

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

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

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

T33
2.9. If the State presently employs you or any person connected with the tenderer, was the appropriate authority to undertake remunerative work outside employment in the public sector obtained from the State? **Kindly mark the applicable answer with a tick √.**

2.9.1. If yes, attach proof of such authority to the tender document. *(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender).* **Kindly mark the applicable block with a tick √ to indicate whether such proof has been attached to the tender document.**

2.9.2. If no, furnish reasons for the non-submission of such proof:

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

2.10. Did you or your spouse or any of the tendering entity’s directors/shareholders/members/partners/individual owners/trustees or their spouses conduct business with the State in the previous twelve months? **Kindly mark the applicable answer with a tick √.**

2.10.1. If yes, furnish particulars:

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

2.11. Do you or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation or adjudication of the tender? **Kindly mark the applicable answer with a tick √.**

2.11.1. If yes, furnish particulars:

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2.12. Are you or any person connected with the tenderer aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender? Kindly mark the applicable answer with a tick √.

2.12.1. If yes, furnish particulars:

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

2.13. Do you or any of the tendering entity’s directors/shareholders/members/partners/individual owners/trustees have any interest in any other related companies that are or could be tendering for this contract? Kindly mark the applicable answer with a tick √.

2.13.1. If yes, furnish particulars:

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

2.14. Have you or any of the tendering entity’s directors/shareholders/members/partners/individual owners/trustees or the tendering entity in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the Department of Environmental Affairs or any of its employees or their families in the last 12 months? Kindly mark the applicable answer with a tick √.

2.14.1. If yes, furnish particulars, including the estimated value:

.......................................................................................................................................................
.......................................................................................................................................................
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.................................................................
3. DECLARATION

I, THE UNDERSIGNED (full name of signatory) ..........................................................................................................

REPRESENTING (name of tendering entity) ..............................................................................................................

IN MY CAPACITY AS ..................................................................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 ABOVE IS CORRECT (WHERE APPLICABLE, I HAVE TAKEN REASONABLE DILIGENT STEPS AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT).

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE: ............................................................................................................................................................

DATE: .................................................................................................................................................................
I, the undersigned, in submitting the accompanying tender:

Provision of works as detailed in E1337 for the period stated in E1337 .......................................................................

(DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED
BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337))

in response to the invitation for the tender made by:

DEPARTMENT OF ENVIRONMENTAL AFFAIRS

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

I certify, on behalf of: ............................................................................................................................................. that:

(Name of Tenderer)
I have read and I understand the contents of this Certificate:
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete
in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the
tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to
determine the terms of and to sign the tender, on behalf of the tenderer.
For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall
include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
(a) has been requested to submit a tender in response to this tender invitation;
(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities
or experience; and
(c) provides the same goods and services as the tenderer and/or is in the same line of business as the
tenderer.
The tenderer has arrived at the accompanying tender independently from, and without consultation,
communication, agreement or arrangement with any competitor. However, communication between partners in a
joint venture or consortium will not be construed as collusive tendering.
In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation,
communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where the products or services will be rendered (market allocation);
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not submit a tender;
(e) the submission of a tender which does not meet the specifications and conditions of the tender; or
(f) tendering with the intention not to win the tender.
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 tender invitation relates.
The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or
indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the
contract.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices
related to tenders and contracts, tenders 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 such
tenderers 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.

.................................................................................................................................  ........................................................
Signature Date
.................................................................................................................................
Full name of signatory
.................................................................................................................................
Capacity of signatory
### D. SBD 1 – INVITATION TO BID

The following particulars must be furnished (failure to do so may result in your bid being disqualified)

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>…………………………………………………………………………………………………………………………..</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postal Address</td>
<td>…………………………………………………………………………………………………………………………..</td>
</tr>
<tr>
<td>Street Address</td>
<td>…………………………………………………………………………………………………………………………..</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Code…………..Number……………………………………………………………………………………….</td>
</tr>
<tr>
<td>Cellphone Number</td>
<td>…………………………………………………………………………………………………………………………..</td>
</tr>
<tr>
<td>Facsimile Number</td>
<td>Code …..Number………………………………………………………………………………………………</td>
</tr>
<tr>
<td>E-mail Address</td>
<td>…………………………………………………………………………………………………………………………..</td>
</tr>
<tr>
<td>VAT Registration</td>
<td>…………………………………………………………………………………………………………………………..</td>
</tr>
</tbody>
</table>

Has an original and valid tax clearance certificate been submitted? (SBD 2)

- **YES** or **NO**

Has a B-BBEE status level verification certificate been submitted? (SBD 6.1)

- **YES** or **NO**

If yes, who was the certificate issued by?

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African accreditation system (SANAS)
- A registered auditor

[Tick applicable box]

(A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE)

Are you the accredited representative in South Africa for the goods/services/works offered?

- **YES** or **NO**

[If yes enclose proof]
SIGNATURE OF BIDDER __________________________________________

DATE __________________________________________

CAPACITY UNDER WHICH THIS BID IS SIGNED: __________________________________________

__________________________________________
E. SBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of one (1) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICIPALITY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
F. SBD 4 – DECLARATION OF INTEREST

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

2. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

3.1 Full Name of bidder or his or her representative: __________________________

3.2 Identity Number: ____________________________________________________

3.3 Position occupied in the Company (director, trustee, shareholder², member: __________________________

3.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: __________________________

3.5 Tax Reference Number: ______________________________________________

3.6 VAT Registration Number: ____________________________________________

3.7 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 4 below.

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars ........................................................................

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars ........................................................................

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars ........................................................................

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars ........................................................................

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars ........................................................................

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars ........................................................................

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars ........................................................................

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Number</th>
<th>Site Employee Number</th>
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The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

5 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………...

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2, 3 and 4 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

........................................... ..............................................................
Signature Date

........................................... ..............................................................
Position Name of bidder
INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million. or
(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a two (2) year period which in total exceeds US$10 million. or
(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or
(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rand), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rand) is to cater for multiple contracts for the same goods, works or services; renewable
3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

(a) Bid / contract number.
(b) Description of the goods, works or services.
(c) Date on which the contract was accepted.
(d) Name, address and contact details of the government institution.
(e) Value of the contract.
(f) Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

(i) the contractor and the DTI will determine the NIP obligation;
(ii) the contractor and the DTI will sign the NIP obligation agreement;
(iii) the contractor will submit a performance guarantee to the DTI;
(iv) the contractor will submit a business concept for consideration and approval by the DTI;
(v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
(vi) the contractor will implement the business plans; and
(vii) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.
<table>
<thead>
<tr>
<th>Bid number</th>
<th>Name of bidder</th>
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<tbody>
<tr>
<td>...</td>
<td></td>
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<tr>
<td>REF. NR. E1337</td>
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<tr>
<td>..............</td>
<td>Closing date: 15 JUNE 2016</td>
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<tr>
<td>Name of bidder:</td>
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<td>Postal address:</td>
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<td>Signature:</td>
<td>Name (in print):</td>
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<tr>
<td>Name:</td>
<td></td>
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<tr>
<td>Date:</td>
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</table>
H. SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>10</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based
2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10

A maximum of 90 points is allocated for price on the following basis:

\[
P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)
\]

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{min} \) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
### B-BBEE Status Level of Contributor vs. Number of points (90/10) system

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10) system</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
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<tr>
<td>2</td>
<td>9</td>
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<tr>
<td>3</td>
<td>8</td>
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<td>4</td>
<td>5</td>
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<td>6</td>
<td>3</td>
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<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

**NOTE:** A bid will not be disqualified from the bidding process if the Bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10 points for B-BBEE.

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 7.1

7.1 B-BBEE Status Level of Contribution: .......................... = ................. (maximum of 10 points) (Points claimed in respect of this paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

1.1 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?  YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ....................................................%
(ii) the name of the sub-contractor? ......................................................................................
(iii) the B-BBEE status level of the sub-contractor? .................................................................
(iv) whether the sub-contractor is an EME?  YES / NO (delete which is not applicable)

9. ADDITIONAL INFORMATION ON BID PROPOSAL

9.1 Should there be a bid submitted by a joint venture or consortium, an agreement between the relevant parties, indicating the accountable bidder, must be submitted with the bid proposal. The accountable bidder will be liable for the continuation of the contract in the event of withdrawal of any parties to the joint venture or consortium partners.

10. FURTHER INFORMATION

10.1 Should you require any further information in this regard, please contact Mr. Ekkehard Schwehn, Senior Project Manager, COWI, E-mail: eksc@cowi.com. Any queries should be in writing.

11. INFORMATION REQUIRED

11.1 The bids will be evaluated on the basis of information supplied and no additional information after the deadline for submission of the bid will be considered. Comprehensive bid proposals will assist in the evaluation of the bids in accordance with the specified criteria.
12. DECLARATION WITH REGARD TO COMPANY/FIRM

12.1 Name of company/ firm: ..............................................................................................................

12.2 VAT registration number: ...........................................................................................................

12.3 Company registration number: .....................................................................................................

12.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business / sole proprietor
- Close corporation
- Company (Pty) Limited

[TICK APPLICABLE BOX]

12.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

(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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10-years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. .............................................

   SIGNATURE(S) OF BIDDER(S)

2. .............................................

   DATE: ..................................
   ADDRESS: ..............................

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

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
I. B-BBEE CERTIFICATE

THE TENDERER SHALL ATTACH AT THIS RETURNABLE A CERTIFICATE SUBSTANTIATING THE B-BBEEE STATUS LEVEL OF CONTRIBUTION

1. The tenderer shall attach to this form a certified copy of a BEE Verification Certificate issued to the tenderer in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 and the amended PPPFA 2011 regulations with effect from 7 December 2011.

2. In the event of a Joint Venture (JV), the tenderer shall attach to this form a certified copy of a valid BEE Verification Certificate issued for the Joint Venture in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 and the amended PPPFA 2011 regulations with effect from 7 December 2011.

SIGNATURE: ......................................……… DATE: …...........................

(of person authorised to sign on behalf of the Tenderer)
J. SBD 8.1 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions 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. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   
   (a) abused the institution’s supply chain management system;
   
   (b) committed fraud or any other improper conduct in relation to such system; or 

   (c) failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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?</td>
</tr>
</tbody>
</table>

(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 *audī 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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

4.1.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>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)?</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
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</tbody>
</table>

4.2.1 If so, furnish particulars:
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>court outside of the Republic of South Africa) for fraud or corruption during the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>past five years?</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>past five years on account of failure to perform on or comply with the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

………………………………………... ........................................
Signature                     Date
………………………………………... ........................................
Position                     Name of Bidder
........................................................ Js365bW

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
K. SBD 8.2 – DECLARATION OF UNDERTAKING

BID REFERENCE NUMBER: REF. NR. E1337 –
Appointment of the Contractor to design, build and equipping of a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill, Impendle, KwaZulu Natal.

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.

We also underscore the importance of adhering to minimum social standards (core labour standards) in the implementation of the project. We undertake to comply with the core labour standards ratified by the country of South Africa.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of South Africa.

We also declare that our company/ all members of the consortium has/ have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/ all members of the consortium will immediately inform the Department of Environmental Affairs and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Department of Environmental Affairs and/ or KfW, the Client shall be entitled to exclude us/ the consortium or, if the contract is awarded to our company/ the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

....................................................
(Place) (Date) (Name of company)

....................................................
Signature(s)

---

2 See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"
L. **SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD 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. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:__________________________ 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; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) 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; or
   (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.

---

\(^3\) 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.
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.

.................................................................  ..................................................
Signature                                      Date

.................................................................  ..................................................
Position                                      Name of Bidder

Js914w 2
M. SUPPLIER REGISTRATION FORM 2013/2014

INVITATION FOR PROSPECTIVE CONTRACTORS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES FOR THE COMMODITIES THAT ARE LISTED ON PAGE 6 AND 7 OF THE APPLICATION FORM. ANY APPLICATION FOR A COMMODITY NOT LISTED AS INDICATED WILL NOT BE ACCEPTABLE. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

- **Business Opportunities** – Please note that Registration on the Department of Environmental Affairs Supplier Database does not guarantee business opportunities. All procurement will be subject to the procurement and tender policy of the Department and applicable legislation.

- **Mandatory fields** – Certain fields and documentation are mandatory to certain business types. Please ensure that all fields which are mandatory to your business type have been completed failure to which the application won’t be processed. If a field is not applicable to your business type clearly mark it as N/A. (Not Applicable)

- **Required documentation** – Please refer to the Document Requirement Checklist to determine the mandatory supporting documentation required by your business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached, Failure to which the application won’t be processed.

- **Completion of Questions** – Please answer all questions, as incomplete forms will not be processed. Clearly Mark with an X, to state Yes, No or N/A to the questions asked.

- **Certified Documents** – Please ensure that a Commissioner of Oaths has certified your Company Registration Document, Tax Clearance Certificate and other required documents.

- **Processing of Registration Forms** – Your completed Registration Form will be processed, and, once verified, will be captured as an approved supplier on the department’s database. Suppliers will be notified in writing whether the application was approved or not.

- **Amendments** – Please notify the department immediately of any changes to the verified information submitted.

- **Completion of forms** – Forms that are not legible or incomplete will not be processed on the database.

- **Verification** – verification of the information supplied will be performed against third party sources such as SARS, DTI, CIDB, etc. The Department of Environmental Affairs reserves the right to request additional information or documentation regarding this Registration form and request to conduct vetting and an audit when necessary.

- **Queries** – Should you have any queries or if you require assistance in completing the registration form, please contact the department’s Supply Chain Management (SCM) on the contacts appended below.

- **Payment(s)** – Payment(s) will be made within thirty (30) days from receipt of an original invoice received at Supply Chain Management practitioners. Furthermore, the Department will not be liable for any late payments as a result of change of banking details by the supplier without formal prior notification to the Department.
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

- Registration Outcome -- Suppliers are advised to contact the Department of Environmental Affairs regarding the outcome of the registration thirty (30) days after submitting the registration form.
- Vetting -- Suppliers will be subject to the verification and vetting with SARS, CIPRO, SANAS (IRBA) and National Treasury

1. DETAILS OF APPLICANT

1.1 NAME OF COMPANY

1.2 INCOME TAX REGISTRATION NUMBER

| Telephone: | ___________________ |
| Cellphone: | ___________________ |
| Fax nr: | ___________________ |

| Email address: | ___________________ |

1.3 VAT REGISTRATION NUMBER

| [ ] | [ ] | [ ] |

1.4 COMPANY REGISTRATION NUMBER (copy of registration to be attached)

Please ✓ the relevant box

1. Public Company (Ltd)
2. Private Company (Pty) Ltd
3. Close Corporation (CC)
4. Joint Venture
5. Consortium
6. Sole Proprietor
7. Foreign Company
8. Partnership
9. Trust
10. Section 21 Company
11. Government/Parastatal
12. Other (Specify)
1.5 POSTAL ADDRESS (compulsory)

<table>
<thead>
<tr>
<th>Code</th>
<th>STREET ADDRESS (compulsory)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

1.6 ANNUAL TURNOVER per annum

| R    |

1.2 INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

2.1 “Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 “Contract” means the agreement that results from the acceptance of a bid by an organ of state.

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
2.8 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 “Historically Disadvantaged Individual (HDI)” means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or

(2) who is a female; and/or

(3) who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 “Person” includes reference to a juristic person.

2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 “Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.19 “Trade Name” The trade names that the company owns or distributes, which you wish to be registered for as a supplier to the Department. Applicants should indicate this on page 47 of the application.
3. SHAREHOLDING STATUS AND GROUPING DETAILS

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>*HDI Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No franchise prior to elections</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disabled</td>
</tr>
<tr>
<td></td>
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<td>W</td>
</tr>
</tbody>
</table>

3.1 Contact Details

Main Contact person in your organization:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Company position:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Cell phone number:</th>
<th>Fax number:</th>
</tr>
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<td></td>
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</tr>
</tbody>
</table>

Email address:

Contact person responsible for sales in your organization:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Company position:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<th>Cell phone number:</th>
<th>Fax number:</th>
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</table>

Email address:

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the sub-contract.

It should be noted that Department of Environmental Affairs reserves the right to accept or reject any application without being obliged to give any reasons.

A maximum of FOUR (4) commodities must be reflected on the application form. Reflecting more than four commodities will nullify the application.

BUSINESS ACTIVITIES

4.1 LIST OF COMMODITY: PLEASE TICK WITH AN “X” ON THE RELEVANT OR APPROPRIATE COMMODITY

- ACCOMMODATION (HOTELS, LODGES, GUEST HOUSES AND RESORTS)
- APPLICATION DEVELOPERS
- AUDIO RECORDING EQUIPMENT
- BATTERY SUPPLIERS (LAPTOPS ETC.)
### TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

- BLASTING AND COATING
- BOAT MAINTENANCE
- BUILDING MAINTENANCE (ELECTRICAL, PLUMBING)
- CHEMICAL ANALYSES AND RELATED SERVICES (SANAS ACCREDITED LABORATORIES)
- CLEANING MATERIAL
- CLEANING SERVICES (STEAM CLEANING OF CURTAINS)
- CLEARING OF ALIEN PLANTS
- EXECUTIVE COACHING (ATTACH PROFILES OF COACHES)
- COMMUNICATION SPECIALIST (WRITING AND PRODUCING INFORMATION)
- COMPUTER APPLICATIONS TRAINING (MICROSOFT OFFICE, ETC.)
- COMPUTER CONSUMABLES
- CROWD SOURCING
- DANGEROUS ANIMAL AWARENESS
- DATABASE SPECIALISTS
- DESIGNERS OF POSTERS AND PROMOTIONAL ITEMS
- DIGITAL CAMERA
- ECONOMIC IMPACT ASSESSMENT
- ELECTRICAL SUPPLIERS (MUST BE REGISTERED WITH ELECTRICAL BOARD)
- ENTERTAINERS (DANCERS, MUSICIANS, POETS, CRAFTS PERSON ETC.)
- ENVIRONMENTAL SPECIALISTS, RESEARCHERS AND RELATED SERVICES
- EXHIBITION STANDS
- FIRST AID TRAINING
- FINANCIAL AUDITING AND FORENSIC AUDITING
- FORKLIFT RENTAL AND MATERIAL HANDLING
- FURNITURE REMOVALS AND TRANSPORT
- GEOSPATIAL DATA INFORMATION
- HARBOUR REPAIR WORK
- HARDWARE EQUIPMENT (CHAINSAW, TOOLS, ETC.)
- HEALTH AND SAFETY AUDITS
- HEALTH SPORTS AND FITNESS TRAINERS
- HUMAN RESOURCES ANALYSIS OF NEEDS IN ENVIRONMENTAL SECTOR
- HIRE OF BUSES
- HIRE OF MARQUEES, TENTS AND CHAIRS
- IMPORTER AND DISTRIBUTORS
- JOURNAL/NEWSPAPERS SUBSCRIPTIONS, BOOKS (PUBLISHED BY SOUTH AFRICAN AND OVERSEAS PUBLISHERS)
- LABOUR SAVING DEVICES
- LAND SURVEYORS AND RELATED SERVICES
- LANGUAGE INTERPRETERS (TRANSLATORS, TRANSCRIPTION ETC)
- LANGUAGE PRACTITIONERS
- LOCK SMITH
- MARINE SAFETY EQUIPMENT AND FLARES
- MEDIA ANALYSIS, MONITORING AND ANY RELATED SERVICES
- MEDICAL EXAMINATION
- MOBILE OFFICES (RENTAL)
- MOTIVATIONAL SPEAKERS
- OFFICE EQUIPMENT
- OFFICE FURNITURE
- OFFICE PARTITIONING
- OFFICE STATIONERY
- OXYGEN SUPPLIERS
- PANEL BEATING
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

- PEST CONTROL
- PHARMACEUTICALS
- PRINTING, LAYOUT AND DESIGN (ATTACH PREVIOUS WORK DONE AND REFERENCES)
- PROFESSIONAL GEO SPATIAL INFORMATION or PROFESSIONAL GIS SERVICES
- PROFESSIONAL SERVICES GIS DATABASE DEVELOPMENT
- PROFESSIONAL SURVEYORS
- PROJECT PLANNING FACILITATION AND RELATED SERVICES
- PROMOTIONAL ITEMS (GIFTS, BAGS, T-SHIRTS ETC) ATTACH PREVIOUS WORK
- PROTECTIVE CLOTHING
- PROFESSIONAL SERVICES; FINANCIAL, AUDITING
- SKILLS TRAINING (SAQA ACCREDITED)
- SOIL SURVEYORS/ WETLAND DELINEATIONS
- STEEL FABRICATION
- SUPPLIERS OF AIRCRAFT AND HELICOPTERS
- SYSTEM ANALYSTS
- SYSTEM ARCHITECTS
- SYSTEM DEVELOPMENT AND MAINTENANCE
- SYSTEM ENGINEERS
- TEAM BUILDING FACILITIES AND FACILITATORS
- TOOLS AND EQUIPMENT
- TROLLEY BAGS
- VEHICLE SAFETY
- WASTE MANAGEMENT AND ANY RELATED SERVICES
- WORKING FOR LAND INTERPRETERS FOR PORTUGUESE, FRENCH, SPANISH

NB: Should you be registered for any specialized services, kindly attach the necessary certificate from the relevant accreditation institutions.

PROVINCES WHERE GOODS / SERVICE CAN BE PROVIDED: (Mark with X) (Mandatory)

| Western Cape | 1 | Gauteng | 6 |
| Eastern Cape | 2 | North West | 7 |
| Free State | 3 | Limpopo | 8 |
| Northern Cape | 4 | Mpumalanga | 9 |
| Kwa-Zulu Natal | 5 |

5. INDICATE WHETHER THE FOLLOWING MANDATORY DOCUMENTS ARE ATTACHED/SUBMITTED: (Mandatory)

| General: | (Y/N) |
| 1 | Original Valid Tax Clearance Certificate |
| 2 | Company Registration certificate (CIPC) |
| 3 | BAS Entity Form, Stamped by the bank (Attach bank letter and/or bank statement) |
| 4 | Original Valid BEE Rating Certificate (Not compulsory) |
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

<table>
<thead>
<tr>
<th></th>
<th>Company Owners and Share certificates, certified ID’s and agreements</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Completed list of Commodities</td>
</tr>
</tbody>
</table>

Documentary proof or all of the above are required to ensure successful registration on the Supplier Database. Please indicate which of the following documents are attached. In the event of a document not being required please tick the N/A box.

NB: Suppliers who does not attach the above compulsory documents will be automatically rejected.

Declaration:
By completing this application form, the Firm declares that:
It agrees to conform to the requirements of the Supplier Register as set out in this document.

- The Firm agrees to abide by the Procurement Policy.
- All the information supplied in this application is true and correct.
- The firm will, without protest, submit itself to procedures instituted by the department of Environmental Affairs.
- The Firm will, if requested to do so, supply further information and documentary evidence for scrutiny.
- The Firm will update their registration particulars whenever a significant change in their details occur and, in any event, at intervals of two years.

Duly authorized to sign on behalf of:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
9. ENQUIRIES

Department of Environmental Affairs
Private Bag X447
Pretoria
0001

Database Administrators

Mr. S Ngomane
(012) 399 9070
sngomane@environment.gov.za

Mr. AC Maluleke
Tel (012) 399 9059
Amaluleke@environment.gov.za

NW Mamojele
Tel: (012) 399 9073
nmamojele@environment.gov.za

Suppliers operating in Western Cape, Northern Cape, Eastern Cape and Kwa-Zulu Natal provinces may hand deliver or mail applications to the following address:

Postal Address: Physical Address:
Department of Environmental Affairs, Department of Environmental Affairs,
Private Bag X4390 14 Loop Street,
Cape Town Cape Town
8000 8001

Database Administrators
Ms Andiswa Charlie Ms Shimone Hercules
(021) 819 2514 Tel: (021) 819 2517
Fax (021) 405 9494 Fax: (021) 405 9494
acharlie@environment.gov.za. shercules@environment.gov.za.
N. BAS ENTITY MAINTENANCE FORM

The Director General

I/ We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/ We understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/ we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/ We understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days’ notice by prepaid registered post.

Please ensure information is validated as per required bank screens.

I/ We understand that bank details provided should be exactly as per record held by the banks. I/ We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
# TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

## DEPARTMENT OF ENVIRONMENTAL AFFAIRS

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Bank Screen Info
- ABSA-CIF screen
- FNB-Hogans system on the CIS4/CUPR
- STD Bank Look-up screen
- Nedbank: Banking Platform under the Client Details Tab

<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

<table>
<thead>
<tr>
<th>ID Number</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Passport Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Company Registration Number |  |  |  |  |
| CC Registration |  |  |  |  |

*Please include CC/CK where applicable*

### Supplier Contact Details

#### Business
- Area Code
- Telephone Number
- Extension

#### Home
- Area Code
- Telephone Number
- Extension

#### Fax
- Area Code
- Fax Number

#### Cell
- Area Code
- Cell Number

### Email Address

**Contact Person:**

**Supplier Signature**

**Print Name**

**Date (dd/mm/yyyy)**

NB: All relevant fields must be completed
O. CONFLICT OF DECLARATION INTEREST

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

| YES | NO |

1.1 If yes, the tenderer is required to set out the particulars in the table below:

|  |

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the Department of Environmental Affairs for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

| YES | NO |

If yes, the tenderer is required to set out the particulars in the table below:

|  |

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

__________________________________ ___________________________________
Signature        Date
Print name: _____________________________
On behalf of the tenderer (duly authorised)
P. RESOLUTION BY DIRECTORS / MEMBERS / TRUSTEES

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC) or Trustees (if the tenderer is part of a Trust)

Name of tenderer:

________________________________________________________________________

Meeting held at _____________________________ (place)

On ______________________________ (date)

RESOLVED THAT:

1. The Tenderer submits a tender to the Department of Environmental Affairs in respect of
   TENDER NO: E1337: The appointment of the Contractor to design, build and equip a
   small waste materials sorting and baling facility and associated buy back centre at the
   Impendle Local Municipality landfill, KwaZulu-Natal

2. Mr/Ms ________________________ in his/her capacity as ____________________
   and who will sign as follows:

   ______________________
   (SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or
 correspondence in connection with and relating to the tender, as well as to sign any contract,
 and or all documentation resulting from the award of the tender to the tenderer.

Note: The resolution must be signed by all the directors/ members of the tenderer. Should the
 space provided below not be sufficient for all directors/ members to sign, please attach a
 separate sheet to this returnable document P in the same format.
<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<td>10</td>
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</tr>
</tbody>
</table>
Q. CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS / JOINT VENTURES / CONSORTIUMS

This schedule is to be completed if the tender is submitted by a partnership/joint venture/consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/joint venture/consortium and hereby authorize Mr/Ms ________________, of the authorised entity ____________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/consortium’s behalf.

2. By signing this schedule the partners to the partnership/joint venture/consortium:

2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/consortium;

2.2 agree that the Department of Environmental Affairs shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _______________________
   Financial Institution: ______________________
   Branch Code: _______________________
   Account No.: _______________________

2.3 agree that in the event that there is a change in the partnership/joint venture/consortium and/or should a dispute arise between the partnership/joint venture/consortium partners, that the Department of Environmental Affairs shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the Department of Environmental Affairs is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/consortium) notifying the Department of Environmental Affairs of the details of the new bank account into which it is required to make payment.

2.4 agree that they shall be jointly and severally liable to the Department of Environmental Affairs for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the Department of Environmental Affairs as a result of breach by the successful tenderer/supplier. The partnership/joint venture/consortium partners hereby renounce the benefits of excussion and division.
### SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DULY AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature…………………………….. ..
Name……………………………………
Designation………………………..

<p>| | | |</p>
<table>
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<tr>
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<th></th>
<th></th>
</tr>
</thead>
</table>

Signature…………………………….. ..
Name……………………………………
Designation………………………..

<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
</table>

Signature…………………………….. ..
Name……………………………………
Designation………………………..

<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
</table>

Signature…………………………….. ..
Name……………………………………
Designation………………………..

### Note:
A copy of the Joint Venture Agreement shall be appended to tender returnable document “S”.

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

T82
R. SUPPLIER ACCOUNT DETAIL

THE TENDERER SHALL ATTACH AT THIS RETURNABLE A LETTER FROM BANK CONFIRMING ACCOUNT DETAILS

SIGNATURE: .................................................... DATE: .............................

(of person authorised to sign on behalf of the Tenderer)
S. PARTNERSHIP / JOINT VENTURE / CONSORTIUM AGREEMENT

THE TENDERER SHALL ATTACH AT THIS RETURNABLE PARTNERSHIP / JOINT VENTURE / CONSORTIUM AGREEMENT.

SIGNATURE: ......................................……...  DATE: .................................

(of person authorised to sign on behalf of the Tenderer)
T. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 If YES, submit audited annual financial statements:</td>
<td></td>
</tr>
<tr>
<td>(i) for the past three years, or</td>
<td></td>
</tr>
<tr>
<td>(ii) since the date of establishment of the tenderer (if established during the past three years)</td>
<td></td>
</tr>
</tbody>
</table>

By attaching such audited financial statements to THIS RETURNABLE DOCUMENT T.

2. Do you have any outstanding undisputed commitments for municipal services towards the Department of Environmental Affairs or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) months in respect of which payment is overdue for more than 30 (thirty) days.</td>
<td></td>
</tr>
<tr>
<td>2.2 If YES, provide particulars:</td>
<td></td>
</tr>
</tbody>
</table>

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to THIS RETURNABLE DOCUMENT T in the same format as the table below:

<table>
<thead>
<tr>
<th>Organ of State</th>
<th>Contract Description</th>
<th>Contract Period</th>
<th>Non-compliance/dispute (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the Department of Environmental Affairs is expected to be transferred out of the Republic? (Please mark with X)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

4.1 If YES, furnish particulars below


The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

___________________________________   _________________________________ Signature
Date

Print name: __________________________
On behalf of the tenderer (duly authorised)
U. FINANCIAL STATEMENTS FOR PAST THREE YEARS

THE TENDERER SHALL ATTACH AT THIS RETURNABLE FINANCIAL STATEMENTS FOR PAST 3 YEARS

SIGNATURE: ...................................... DATE: ..............................

(of person authorised to sign on behalf of the Tenderer)
V. MUNICIPAL ACCOUNTS OR LEASE AGREEMENT AND LETTER FROM LANDLORD INDICATING PAYMENT OF MUNICIPAL ACCOUNTS

THE TENDERER SHALL ATTACH AT THIS RETURNABLE MUNICIPAL ACCOUNTS OR LEASE AGREEMENT AND LETTER FROM LANDLORD INDICATING PAYMENT OF MUNICIPAL ACCOUNTS

SIGNATURE: ............................... DATE: ...............................  
(of person authorised to sign on behalf of the Tenderer)
W. DETAILS OF INSURANCE COVER

THE TENDERER SHALL ATTACH AT THIS RETURNABLE DETAILS OF INSURANCE COVER
REFERENCE HIGHLIGHTING FOR FOLLOWING:

1. PERIODS OF VALIDITY
2. THE VALUE OF INSURANCE FOR PROFESSIONAL INDEMNITY, WORKS & EQUIPMENT,
   PERSONNEL, VEHICLE LIABILITY AND THIRD PARTY LIABILITY

SIGNATURE: ............................................ DATE: ..............................

(of person authorised to sign on behalf of the Tenderer)
X. CONSTRUCTION INDUSTRY DEVELOPMENT BOARD CERTIFICATE

Attached hereto is my / our valid Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

SIGNATURE: ......................................……...  DATE: ......................................

(of person authorised to sign on behalf of the Tenderer)
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

Y. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA) LETTER OF GOOD STANDING

THE TENDERER SHALL ATTACH AT THIS RETURNABLE CERTIFIED COPIES OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA) LETTER OF GOOD STANDING

SIGNATURE: ............................................. DATE: .............................................

(of person authorised to sign on behalf of the Tenderer)
Z. ENTERPRISE REGISTRATION CERTIFICATE

THE TENDERER MUST INDICATE THE ENTERPRISE STATUS BY TICKING THE APPROPRIATE BOX HEREUNDER.

<table>
<thead>
<tr>
<th>(I) SOLE PROPIETOR</th>
<th>(II) CLOSE CORPORATION</th>
<th>(III) PARTNERSHIP</th>
<th>(IV) COMPANY</th>
<th>(V) TRUST</th>
</tr>
</thead>
</table>

THE TENDERER SHALL ATTACH AT THIS RETURNABLE A COPY OF THE ENTERPRISES REGISTRATION CERTIFICATE (CIPC)

SIGNATURE: ...................................... … DATE: …................................

(of person authorised to sign on behalf of the Tenderer)
AA. CERTIFIED IDENTIFICATION DOCUMENTS

THE TENDERER SHALL ATTACH AT THIS RETURNABLE CERTIFIED COPIES OF IDENTIFICATION OF ALL DIRECTORS, MEMBERS, FOUNDERS OF TRUSTS, TRUSTEES AND BENEFICIARIES.

SIGNATURE: ......................................……...  DATE: …...........................

(of person authorised to sign on behalf of the Tenderer)
AB. COMPANY SHARE CERTIFICATES

THE TENDERER SHALL ATTACH AT THIS RETURNABLE CERTIFIED COPIES OF COMPANY SHARE CERTIFICATE.

SIGNATURE: ......................................……...  DATE: ..............................

(of person authorised to sign on behalf of the Tenderer)
AC. SOUTH AFRICAN NATIONAL SUPPLIERS DATABASE

THE TENDERER SHALL ATTACH AT THIS RETURNABLE PROOF OF REGISTRATION ON THE SOUTH AFRICAN NATIONAL SUPPLIERS DATABASE

SIGNATURE: ........................................ DATE: ..............................

(of person authorised to sign on behalf of the Tenderer)
THE TENDERER SHALL ATTACH AT THIS RETURNABLE THE COMPLETE TENDER DOCUMENT INCLUDING THE TENDERERS SIGNATURE ON THE TENDER DOCUMENT. EACH PAGE MUST BE INITALLED.

COVER PAGE
PAGES T1 - T116
PAGES C1 – C66
ALL AS PARTS OF T1, T2, C1, C2, C3 and C4

SIGNATURE: ....................................................
DATE: ..............................................
(of person authorised to sign on behalf of the Tenderer)
# AE. BID SUBMISSION CHECKLIST – ENVELOPE 2

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Check</th>
<th>Envelope</th>
</tr>
</thead>
<tbody>
<tr>
<td>AE</td>
<td>Completed Bid Submission Checklist – Envelope 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AF</td>
<td>UNPRICED Bill of Quantities</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AG</td>
<td>Schedule of work</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AH</td>
<td>Proposed key personnel</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AI</td>
<td>Qualifications and professional registration of key personnel</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AJ</td>
<td>Project organisational chart</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AK</td>
<td>Reference letters for EPC/ turnkey contracts of a similar nature</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AL</td>
<td>Project Program</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AM</td>
<td>Method Statement</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AN</td>
<td>Schedule of Plant and Equipment</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AO</td>
<td>Data sheets of plant/ equipment</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AP</td>
<td>Contract Price Adjustment Formula</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AQ</td>
<td>FOREX Component Details</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
<tr>
<td>AR</td>
<td>Deviations and Qualifications</td>
<td>Yes/ No</td>
<td>2</td>
</tr>
</tbody>
</table>
AF. **UNPRICED BILLS OF QUANTITIES**

THE TENDERER SHALL ATTACH AT THIS RETURNABLE THE COMPLETE **UNPRICED** BILLS OF QUANTITIES COMPLETED IN ACCORDANCE WITH SANS 1200

SIGNATURE: .................................................. DATE: ..................................

*(of person authorised to sign on behalf of the Tenderer)*
AG. SCHEDULE OF WORK

The Tenderer shall list below at least the last three contracts of a similar nature awarded to him/her. This information is material to the award of the Contract and must include work undertaken by proposed sub-consultants (or subcontractors).

<table>
<thead>
<tr>
<th>No.</th>
<th>Project/employer and project description</th>
<th>Nature of work</th>
<th>Value of work</th>
<th>Year of completion</th>
<th>Reference detail (Name, employer, Tel. no. and e-mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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</tbody>
</table>
AH. PROPOSED KEY PERSONNEL

The Tenderer must guarantee the presence of the senior expert in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at two (2) weeks is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), for the execution of the work, together with their qualifications, experience and positions held:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Name and nationality of nominee or alternate</th>
<th>Summary of qualifications, experience and present occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td></td>
<td></td>
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<tr>
<td>Design Lead</td>
<td></td>
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<tr>
<td>Technical Staff</td>
<td></td>
<td></td>
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<tr>
<td>Construction Manager</td>
<td></td>
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<tr>
<td>Site Manager</td>
<td></td>
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<tr>
<td>Safety, Health and Environment (SHE) representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other staff (provide designation)</td>
<td></td>
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</tr>
</tbody>
</table>
AI. QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL

The experience of the tenderer or joint venture partners key staff must be demonstrated through the provision of the following:

- Qualifications of key staff to deliver a project of this nature;
- Professional Registration Status;
- Experience in projects of a similar nature (i.e. letter from previous clients – also see item 3.9.6); and
- Any supplementary information.

Copies of qualifications and professional registrations must be certified by a Commissioner of Oath. The description should be put in a tabular format with the following headings:

<table>
<thead>
<tr>
<th>Name of key staff member employer, duration of service, tel. no.</th>
<th>Description of work undertaken in projects of a similar nature</th>
<th>Value of work/contracts undertaken inclusive of VAT (rand)</th>
<th>Date started and completed</th>
</tr>
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</tbody>
</table>
AJ. PROJECT ORGANISATIONAL CHART

The Tenderer must provide a Project Organisational Chart identifying all resources indicated in response to this tender and all support staff required to ensure successful delivery of the project.

The Project Organisational Chart must include reporting lines and interfaces to DEA/KfW. The Contractor to also accommodate for site meetings and visits.

SIGNATURE: ......................................……...  DATE: …...........................

(of person authorised to sign on behalf of the Tenderer)
AK. REFERENCE LETTER FOR EPC/TURNKEY PROJECTS OF A SIMILAR NATURE

The Tenderer must demonstrate their track record and experience with projects of a similar nature by providing three (3) Reference Letters which contains the following information:

- All Reference Letters to be on Employer’s letterheads;
- Reference to the specific project;
- Project value;
- Tenderer’s involvement in project;
- Value portion of tenderer’s involvement; and
- Clear indication of Employer’s impression of tenderer.

SIGNATURE: ......................................……...  DATE: .............................

(of person authorised to sign on behalf of the Tenderer)
AL. PROJECT PROGRAMME

The tenderer must provide a project programme as per item 3.5.7.2. as detailed in C3 – Scope of Works.

SIGNATURE: ......................................… …...  DATE: …...........................

(of person authorised to sign on behalf of the Tenderer)
AM.  PROJECT METHOD STATEMENT

The tenderer must provide a method statement that addresses the following aspects:

- Design process;
- Approvals;
- Construction process;
- Safety, Health, Environmental & Quality considerations during the construction process; and
- Completion and handover.

SIGNATURE: ......................................  DATE: ................................

(of person authorised to sign on behalf of the Tenderer)
AN. SCHEDULE PLANT AND EQUIPMENT

The tenderer shall list plant and equipment that they presently own or lease and will have available for the duration of the contract should their bid be accepted.

In addition to the above, the tenderer shall list plant and equipment that will be hired or acquired for the successful completion of the project.

The following are lists of items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of plant and equipment owned by me / us and immediately available for this contract:

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity, etc.)</th>
<th>QUANTITY</th>
<th>YEAR OF MANUFACTURE</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Attach additional pages if more space is required
(b) Details of plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity, etc.)</th>
<th>QUANTITY</th>
<th>HOW ACQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>HIRE/BUY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SOURCE</td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required

SIGNATURE: .............................................. DATE: ..........................

(of person authorised to sign on behalf of the Tenderer)
AO. DATA SHEETS FOR SCHEDULE PLANT AND EQUIPMENT

The tenderer must attach data sheets of plant/ equipment that will be supplied as per the requirements in the returnable AM above. This must include empirical values for fuel/energy consumption and a list of required supplies and assumptions for the consumption values indicated.

SIGNATURE: ......................................……...  DATE: …...........................

(of person authorised to sign on behalf of the Tenderer)
AP. CONTRACT PRICE ADJUSTMENT FORMULA

If the Tenderer cannot fix and firm a portion of the price due to fluctuations on i.e. labour, material etc. he clearly needs to indicate the portion subject to escalation, formula applicable to adjustment, index used and base month. The Contract Price Adjustment Formula in accordance with Part C 1.2 Contract Data. Tenderer to include the adjustment formula on Forex, if any.

SIGNATURE: .......................... DATE: .........................

(of person authorised to sign on behalf of the Tenderer)
AQ. FOREX COMPONENT DETAILS

The Tenderer is to submit detail of their FOREX cost components, if any, and detail the items in the BoQ it relates to.

SIGNATURE: ...................................... DATE: ..............................

(of person authorised to sign on behalf of the Tenderer)
Should the Tenderer wish to make any deviation from or any qualification to the Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

### DEVIATION OR QUALIFICATION, INCLUDINGREFERENCE CLAUSE OR ITEM NUMBER

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
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</tbody>
</table>

Attach additional pages if more space is required

SIGNATURE: .....................................  DATE: ...................................  
(of person authorised to sign on behalf of the Tenderer)
AS. **BID SUBMISSION CHECKLIST – ENVELOPE 3**

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Item</th>
<th>Check</th>
<th>Envelope</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS</td>
<td>Completed Bid Submission Checklist – Envelope 3</td>
<td>Yes/ No</td>
<td>3</td>
</tr>
<tr>
<td>AT</td>
<td>SBD 3.3 - Pricing Schedule</td>
<td>Yes/ No</td>
<td>3</td>
</tr>
<tr>
<td>AU</td>
<td>Project Cashflow</td>
<td>Yes/ No</td>
<td>3</td>
</tr>
<tr>
<td>AV</td>
<td>PRICED Bills of Quantities</td>
<td>Yes/ No</td>
<td>3</td>
</tr>
</tbody>
</table>
AT. SBD 3.3 – PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ................................................................. BID NO: E1337
CLOSING TIME 11:00 CLOSING DATE: 15 JUNE 2016

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: Appointment of the Contractor to design, build and equip a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill site, (Coordinates: 29°35'38.96"S/29°52'11.46"E), Impendle, KwaZulu Natal.

** (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project

R……………………………………………………..

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION | HOURLY RATE | DAILY RATE
-------------------------------|------------|----------
                          | R-----------| ---------|
                          |            | -        |
                          | R-----------| ---------|
                          |            | -        |
                          | R-----------| ---------|
                          |            | -        |
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td>TOTAL:</td>
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<td>R………..</td>
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</tbody>
</table>

**“all applicable taxes” includes Value-Added Tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<tr>
<td>TOTAL:</td>
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<td>R………..</td>
</tr>
</tbody>
</table>

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

……………………………………………………………….
……………………………………………………………….
……………………………………………………………….
……………………………………………………………….

*[DELETE IF NOT APPLICABLE]*
AU. PROJECT CASH FLOW

The Tenderer shall attach a detailed cash flow based on the tender price, and schedule of work. (including Forex breakdown separately)

The Tenderer agrees that this cash flow prediction will in no way affect the terms of payment as stated elsewhere in this Tender.

SIGNATURE: ............................ DATE: .........................

(of person authorised to sign on behalf of the Tenderer)
AV. PRICED BILLS OF QUANTITIES

THE TENDERER SHALL ATTACH AT THIS RETURNABLE THE COMPLETE PRICED BILLS OF QUANTITIES COMPLETED IN ACCORDANCE WITH SANS 1200.

SIGNATURE: .................................................. DATE: ........................................

(of person authorised to sign on behalf of the Tenderer)
PART C1:
AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE .................................................. C3
C1.2 CONTRACT DATA ................................................................................... C9
C1.3 FORM OF GUARANTEE / PERFORMANCE SECURITY ....................... C20
C1.4 INSURANCE BROKER’S WARRANTY ..................................................... C25

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96''S / 29°52'11.46''E), IMPENDLE, KWAZULU NATAL (E1337)
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
Part C1.1. Form of Offer and Acceptance

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the: THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35’38.96”S / 29°52’11.46”E), IMPENDLE, KWAZULU NATAL.

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contract 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:

.................................................................................................................. Rand (in words);
R .................................................................................................................. (in figures)

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.

Signature ........................................ Date ..............................................
Name ..................................................<br>Capacity ..........................................<br>for the tenderer<br>(Name and address of organization)..................................................<br>........................................................................................................<br>........................................................................................................

Name and signature of witness: .........................................................
ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as 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.

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. 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature: ………………………………..   Date: ………………………
Name: …………………………………     Capacity: …………………

For the Employer

Name and signature of witness: …………………………………………………..
### SCHEDULE OF DEVIATIONS

1 Subject: 

Details:

2 Subject: 

Details:

3 Subject: 

Details:

4 Subject: 

Details:

5 Subject: 

Details:
By the duly authorised representatives signing this agreement, the 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 changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
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<thead>
<tr>
<th>Employer</th>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signatures:</td>
<td>....................................................</td>
</tr>
<tr>
<td>Names:</td>
<td>....................................................</td>
</tr>
<tr>
<td>Capacity:</td>
<td>....................................................</td>
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<td>Capacity:</td>
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COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
Part C1.2. Contract Data


PART 1: DATA PROVIDED BY THE EMPLOYER

C1.2.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “FIDIC Conditions of Contract for PLANT and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor – First Edition 1999” (Short title: “FIDIC Conditions of Contract for Plant and Design-Build 1999”)

It is agreed that the only variations from the FIDIC Conditions of Contract for Plant and Design-Build 1999 are those set out hereafter under "Particular Conditions of Contract".

Copies of these FIDIC Conditions of Contract for Plant and Design-Build 1999 may be obtained from the South African Institution of Civil Engineering:

- SAICE House, Block 19, Thornhill Office Park, Bekker Street, Midrand
- Tel: (011) 805-5947; Fax: (011) 805-5971;
  E-mail: civilinfo@saice.org.za
The following Contract Specific Data, referring to the FIDIC Conditions of Contract for Plant and Design-Build 1999, are applicable in this Contract:

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

APPENDIX TO CONTRACT – CONTRACT DATA

REFERENCES PERTAINING TO THOSE IN THE GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Data</th>
</tr>
</thead>
</table>
| 1.1.2.2 & 1.3 | Employer’s name and address                      | Department of Environmental Affairs  
|         |                                                  | Environment House, 473 Steve Biko, Arcadia  
|         |                                                  | Pretoria                                                                                                                                 |
| 1.1.2.3 & 1.3 | Contractor’s name and address                     | ........................................................................................................................................ |
|         |                                                  | ........................................................................................................................................ |
| 1.1.2.4 & 1.3 | Engineer’s name and address                       | COWI A/S (DK)  
|         |                                                  | Parallelvej 2  
|         |                                                  | 2880 Kongens Lyngby  
|         |                                                  | Denmark  
|         |                                                  | The Representative of COWI A/S, Denmark (contracted by uMgungundlovu District Municipality (UMDM)/ KfW Development Bank (KfW) to implement the Advanced Solid Waste Management Project in UMDM) (hereinafter referred to as IC-UMDM) shall do the ongoing management of the Contract. The IC-UMDM shall certify the completion of each deliverable of the project and approves the release of payments by the Employer. |
| 1.1.3.2 | Commencement Date                                 | 01 August 2016 subject to 1.1.6.11 (a)                                                                                          |
| 1.1.3.3 | Time for Completion of the Work                   | 97 working days                                                                                                                   |
| 1.1.3.7 | Defects Notification Period                       | 365 Days                                                                                                                          |
| 1.3    | Electronic transmissions systems                  | Electronic transmission in addition to 1.3 (a), addressed to:  
|         |                                                  | For the Employer: [to be advised by on contract award]  
<p>|         |                                                  | For the Contractor:                                                                                                              |
| 1.4    | Governing Law                                    | Law of the Republic of South Africa                                                                                               |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4</td>
<td>Ruling language</td>
<td>English</td>
</tr>
<tr>
<td>1.4</td>
<td>Language for communications</td>
<td>English</td>
</tr>
<tr>
<td>2.1</td>
<td>Time for access to the Site</td>
<td>1 days after Commencement Date</td>
</tr>
<tr>
<td>4.2</td>
<td>Amount of Performance Security</td>
<td>10% of the Contract Sum in the currencies and proportions in which the Contract Price is payable</td>
</tr>
<tr>
<td>6.5</td>
<td>Normal working hours</td>
<td>45 hours per week in accordance with the Basic Conditions of Employment Act plus additional 10 hours per week only once approved by the Employer</td>
</tr>
<tr>
<td>8.7 &amp; 14.15(b)</td>
<td>Delay damages for the Works</td>
<td>R5000 per day up to a maximum of 15% of the final Contract Price, in the currencies in which the Contract Price is payable</td>
</tr>
<tr>
<td>8.7</td>
<td>Maximum amount of delay damages</td>
<td>15% of the final Contract Price</td>
</tr>
<tr>
<td>11.1</td>
<td>Period for notifying defects</td>
<td>Within 90 days of the Employer or Engineer becoming aware of defect</td>
</tr>
<tr>
<td>13.5(b)</td>
<td>If there are Provisional Sums: Percentage for adjustment of Provisional Sums</td>
<td>10% on proven costs</td>
</tr>
<tr>
<td>13.8</td>
<td>If Sub-Clause 13.8 applies: Adjustments for Changes in Cost; Table(s) of adjustment data</td>
<td>Table to be completed as per General Conditions of Contract</td>
</tr>
<tr>
<td>14.2</td>
<td>Total advance payment</td>
<td>Nil</td>
</tr>
<tr>
<td>14.3</td>
<td>Percentage of retention</td>
<td>10%</td>
</tr>
<tr>
<td>14.5(b)</td>
<td>If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped en route to the Site</td>
<td>Nil</td>
</tr>
<tr>
<td>14.5(c)</td>
<td>Plant and Materials for payment when delivered to the Site</td>
<td>60%</td>
</tr>
<tr>
<td>14.6</td>
<td>Minimum amount of Interim payment Certificate</td>
<td>Nil</td>
</tr>
<tr>
<td>14.8</td>
<td>Rate of Interest</td>
<td>Prime lending rate of the Standard Bank of South Africa plus 2% per annum.</td>
</tr>
<tr>
<td>14.15</td>
<td>Currencies of payment</td>
<td>ZAR (South African Rand)</td>
</tr>
<tr>
<td>18.1</td>
<td>Periods for submissions of insurance: Evidence of insurance</td>
<td>14 Days before the commencement date</td>
</tr>
<tr>
<td>18.1(b)</td>
<td>Relevant policies</td>
<td>14 Days before the commencement date</td>
</tr>
</tbody>
</table>
18.3 Minimum amount of third party insurance  Not less than R200,000 per person
C1.2.3 AMENDMENTS TO THE FIDIC CONDITIONS OF CONTRACT FOR PLANT AND DESIGN-BUILD 1999 WITH CONTRACT PARTICULAR CONDITIONS

PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract, add to, vary or otherwise amend the General Conditions of Contract. References pertain to those in the General Conditions.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Particular Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1.4</td>
<td>Letter of Tender</td>
<td>Delete this sub-clause in this entirety</td>
</tr>
<tr>
<td>1.1.6.10</td>
<td>Employers Requirement's</td>
<td>Add the following sub-clause:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“‘Employer’s Requirements’ means Part C3 Scope of Work”</td>
</tr>
<tr>
<td>1.1.6.11</td>
<td>Suspensive Condition</td>
<td>Add the following sub-clause:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“‘Suspensive Condition’ means</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) Signature of a service level agreement”</td>
</tr>
<tr>
<td>1.5</td>
<td>Priority of Documents</td>
<td>Delete sub-paragraph (c).</td>
</tr>
<tr>
<td>1.11</td>
<td>Contractor's Use of Employer’s Documents</td>
<td>Insert the words:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“, with the Employer’s consent only,”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After the words “The Contractor may,”</td>
</tr>
<tr>
<td>1.13</td>
<td>Compliance with Laws</td>
<td>Add the following sub-clause:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“(c) The Contractor shall comply strictly with all laws, regulation, directions, permissions and other requirements which are applicable to the Contractor’s operation in the execution of the Works, including but not limited to the:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) Compensation for Occupational Injuries and Diseases Act (130/1993)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) Unemployment Insurance Act (30/1996)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iii) Health Act and Regulations (63/1977)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(iv) Labour Relations Act and Regulations (66/1995)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(v) Occupational Health and Safety Act and Regulations (85/1993)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(vi) Basic Conditions and Employment Act (75/1977)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(vii) National Environmental Management Act (107/1998)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ix) The Construction Industry Development Board Act and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

C13
The Contractor shall also comply strictly with all South African environmental, safety and licensing laws and tax legislation, as well as with the Employer’s Work Rules and Regulations (a copy of which is obtainable from the Engineer) and shall ensure that all its personnel and that of its Subcontractors/Suppliers are conversant with these rules and comply with same.”

1.15 Corrupt Policies

Add the following after sub-clause 1.14:

“The Parties (which for the purpose of this clause 1.15 shall include its directors, employees, agents, shareholders and/or partners) warrant that the performance of their respective obligations in terms of the Contract shall in no way constitute an infringement or other violation of the laws of the Republic of South Africa, and in particular, will under no circumstances engage in any activities which may constitute a Corrupt Act.”

1.16 Registered and Licensed

Add the following after sub-clause 1.15:

The Contractor shall at its cost:

a) at all times during the performance of the Works be; and

b) ensure that any person who performs any part of the Works is, registered and licensed in South Africa as required by any law and any government authority to execute the Works, including obtaining all permits, licences and approvals which the Contractor is required to obtain under Sub-Clause 1.13 (Compliance with Laws).
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Particular Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Performance Security</td>
<td>Insert the words:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;being an on demand guarantee in the form set out in Part C1.3, issued from an Acceptable Bank and a parent company guarantee in the form set out in Part C1.3 from the parent company of the Contractor, acceptable to the Employer,&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after the words &quot;Performance Security&quot; in the first line of the first paragraph of the Sub-Clause.</td>
</tr>
<tr>
<td>4.25</td>
<td>Employers Policies and Procedures</td>
<td>The following sub-clause included as Clause 4.25:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;The Contractor acknowledges and agrees that it has read and understood the Policies and Procedures and shall, in and about the performance of the Works, observe and comply with the Policies and Procedures.&quot;</td>
</tr>
<tr>
<td>4.26</td>
<td>Corrupt Acts</td>
<td>The following Sub-clause included as Clause 4.26:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor must, without derogating from clause 1.15:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) comply with, and must ensure that its Personnel and Subcontractors comply with all requirements not to engage in Corrupt Acts;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) notify the Employer of the occurrence and details of any Corrupt Act by itself, its Personnel or a Subcontractor promptly on the Contractor becoming aware of its occurrence; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) indemnify the Employer from and against any and all liabilities, damages, claims, fines, penalties, fees, costs and expenses of whatever nature arising out of or resulting from any breach by the Contractor of this clause 4.26. &quot;</td>
</tr>
<tr>
<td>5.9</td>
<td>Shared Data Portal</td>
<td>Add the following sub-clause:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;The Employer may require the Contractor at any time during the works to make use of a shared data portal for the project&quot;</td>
</tr>
<tr>
<td>6.4</td>
<td>Labour Laws</td>
<td>Add the following paragraph after the second paragraph of this sub-clause:</td>
</tr>
</tbody>
</table>

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Particular Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Contractor shall conform with KfW (German Bank for Reconstruction) code of conduct by signing the “Declaration of Undertaking” which is part of this Contract.</td>
<td></td>
</tr>
<tr>
<td>7.3</td>
<td>Inspection</td>
<td><em>The following Sub-clause is added to Clause 7.3 as follows:</em></td>
</tr>
<tr>
<td></td>
<td>The Contractor has included in his rates and prices for all costs involved with regard to statutory examinations of plant, machinery and workings to comply with the appropriate laws and regulations.</td>
<td></td>
</tr>
<tr>
<td>14.1</td>
<td>The Contract Price</td>
<td><em>The following sub-clause is to be added to sub-clause 14.1:</em></td>
</tr>
<tr>
<td></td>
<td>“(e) The Contract Price shall include the first year materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor delivered to site”</td>
<td></td>
</tr>
<tr>
<td>17.5</td>
<td>Intellectual and Industrial Property Rights</td>
<td>Insert the following new paragraph at the end of this sub-cause:</td>
</tr>
<tr>
<td></td>
<td>“The indemnifying Party may at its own expense and sole option, either:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) procure the right to continue using the relevant intellectual or industrial property rights relating to the works, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) replace or modify the intellectual or industrial property rights relating to the works with non-fringing substitutes, provided that any substitute shall be subject to condition of this clause 17.5 and that such substitution shall be carried out so as to avoid and reduce insofar as possible any interruption to the works”</td>
<td></td>
</tr>
<tr>
<td>19.6</td>
<td>Optional Termination, Payment and Release</td>
<td>Replace “84 days” with “30 (thirty) days” in the first paragraph</td>
</tr>
<tr>
<td>20.2</td>
<td>Appointment of the Dispute Adjudication Board</td>
<td>Delete the title and wording of this sub-clause and replace with the following:</td>
</tr>
<tr>
<td></td>
<td>“Mediation”</td>
<td>Should the parties fail to resolve any dispute by way of mutual consultation as contemplated Clause 20.1, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the Municipal Manager in accordance with</td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td>Particular Condition</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>20.3</td>
<td>Failure to Agree Dispute Adjudication Board</td>
<td><strong>Delete this sub-clause in this entirety</strong></td>
</tr>
<tr>
<td>20.4</td>
<td>Obtaining the Dispute Adjudication Board's Decision</td>
<td><strong>Delete this sub-clause in this entirety</strong></td>
</tr>
<tr>
<td>20.5</td>
<td>Amicable Settlement</td>
<td><strong>Replace the words “Sub-Clause 20.4” with words “Sub-Clause 20.2” in the first line</strong></td>
</tr>
<tr>
<td>20.6</td>
<td>Arbitration</td>
<td><strong>Sub-clause 20.6 shall be amended as follows:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Replace the “DAB” with the word “mediation” throughout the clause.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Replace the first paragraph with the following,</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>“Unless settled amicably, any dispute in respect of which the mediation decision (if any) has not become final and binding shall be referred to a single arbitrator to be agreed on between the parties or, failing such agreement within 28 days after delivery to the parties of the Mediator’s opinion, nominated on the application of either party by the President for the time being of the Association of Arbitrators (Southern Africa)”</td>
</tr>
</tbody>
</table>

Regulation 50(1) of the Local Government: Municipal Finance Management Act No. 56 of 2003 - Municipal Supply Chain Regulations (Notice 868 of 2005). Such referral shall be done by way of notice to the other party 30 (thirty days) after the parties have failed to resolve their dispute. The mediator’s ruling shall become final and binding upon the parties only to the extent that it is correctly recorded as being agreed to by the parties in writing.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party, in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.”
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Particular Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.7</td>
<td>Failure to Comply with the Dispute Adjudication Board’s Decision</td>
<td>Delete this sub-clause in this entirety</td>
</tr>
<tr>
<td>20.8</td>
<td>Expiry of the Dispute Adjudication Board’s Appointment</td>
<td>Delete this sub-clause in this entirety</td>
</tr>
</tbody>
</table>
| 20.9   | Court of Law | Add the following sub-clause:  

"Should it not be possible to settle a dispute by means of mediation or arbitration, it shall be settled in a South African court of law."
COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

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

Physical address of Guarantor:

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

"Supplier" means:

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

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

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

Amount in words:

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

"Guaranteed Sum" means: The maximum amount of R

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

Amount in words:

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

“Contract” means: The agreement made in terms of the Form of Offer and Acceptance for BID REFERENCE NUMBER: REF. NR. E1337: Appointment of the Contractor to design, build and equip a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill site, (Coordinates:29°35'38.96"S/29°52'11.46"E), Impendle, KwaZulu-Natal and such amendments or additions to the contract as may be agreed in writing between the parties.

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee/Performance to “Contract” is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Department of Environmental Affairs the sum due and payable upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Department of Environmental Affairs to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the Department of Environmental Affairs intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Department of Environmental Affairs to the Guarantor at the Guarantor’s physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Department of Environmental Affairs the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Department of Environmental Affairs to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 the Contract has been terminated due to the Supplier’s default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Department of Environmental Affairs shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the Department of Environmental Affairs’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Department of Environmental Affairs until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Guarantee/Performance Security by the Department of Environmental Affairs.

10. The Department of Environmental Affairs shall have the absolute right to arrange its affairs with the Supplier in any manner which the Department of Environmental Affairs may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee/Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee/Performance Security shall be returned to the Guarantor after it has expired.

13. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district.
having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the
amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at .................................................. on ..................................................2016

Guarantor’s signatory (1) ...........................................................................................................

Capacity .....................................................................................................................................

Guarantor’s signatory (2) ...........................................................................................................

Capacity .....................................................................................................................................

Witness signatory (1) ..................................................................................................................

Witness signatory (2) .................................................................................................................
Part C1.4. Insurance Broker’s Warranty

Date __________________________

Department of Environmental Affairs
[Physical Address]

Dear Sir

BID REFERENCE NUMBER: REF. NR. E1337

TENDER DESCRIPTION: Appointment of the Contractor to design, build and equip a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill site, (Coordinates:29°35'38.96"S/29°52'11.46"E), Impendle, KwaZulu-Natal and such amendments or additions to the contract as may be agreed in writing between the parties.

NAME OF SUPPLIER: _______________________________________________________

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the DEPARTMENT OF ENVIRONMENTAL AFFAIRS with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: ____________________

For: ____________________ (Supplier’s Insurance Broker)
PART C2:
PRICING DATA

C2.1 PRICING INSTRUCTIONS ........................................................................ C28

C2.2 BILLS OF QUANTITIES ........................................................................... C30
COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICIPALITY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
Part C2.1. Pricing Instructions

General Provisions:

(a) A comprehensive budget in the form of a BoQ clearly stating the quantum and rate for the full scope is required. In addition, all disbursable expenses and VAT must clearly be stated. Professional fees and construction related activities are to be separated. The BoQ shall be in a spreadsheet format and all item descriptions and rates as per the measurement clauses in SANS1200.

(b) A breakdown of the hourly tariff inclusive of VAT for services rendered of the design team must be submitted.

(c) Expenditure incurred without the prior approval of the Programme Manager will not be reimbursed.

There shall be no price adjustments to the financial proposal of the contractor, unless there are modifications to the purpose of the Contract.
COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY
AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES
9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
Part C2.2. Bills of Quantities

Tenderer shall compile the Bills of Quantities in strict accordance with all details contained in this tender document.
COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
PART C3:
SCOPE OF WORKS

C3.1 SCOPE OF WORKS.............................................................................. C33

C3.2 PROJECT DRAWINGS ....................................................................... C56

C3.3 REMUNERATION AND PAYMENT .................................................. C64
Part C3.1 Scope of Works


TERMS OF REFERENCE

for the appointment of the Contractor to design, build and equipping of a small waste materials sorting and baling facility and associated buy-back centre at the Impendle Local Municipality landfill site (Coordinates:29°35'38.96"S/29°52'11.46"E), Impendle, Kwa-Zulu Natal.

Impendle Local Municipality Landfill, KZN
DISCLAIMER

Whilst all reasonable care has been taken in preparing this Terms of Reference (ToR), the information contained herein does not purport to be comprehensive or to have been verified by the Impendle Local Municipality (Impendle) or as represented by KfW Entwicklungsbank (KfW) and initiated through the Branch: Environmental Advisory Services of the National Department of Environmental Affairs (DEA) in South Africa, any of its officers, employees, servants, agents or advisors or any other person. Accordingly, neither the Impendle nor the DEA/ KfW accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated herein.

Save where expressly stipulated otherwise, no representation or warranty (either express or implied) is or will be given by Impendle or the DEA/ KfW or any of its officers, employees, servants, agents or the advisors with respect to the information or opinions contained herein, or in relation to any briefing note issued in relation hereto.

The Impendle through DEA/ KfW reserves the right to amend, modify or withdraw this ToR or terminate any of the procedures or requirements during the procurement process of the design, build and equipping of a small waste materials sorting and baling facility and associated buy-back centre at the Impendle landfill site (Coordinates:29°35'38.96"S/29°52'11.46"E), Impendle, Kwa-Zulu Natal (herein referred to as ‘the Project’) at any time, without prior notice and without liability to compensate or reimburse any person in relation thereto.

The terms and conditions set out in this ToR regarding the content of any submission are stipulated for the express benefit of Impendle and save as expressly stated to the contrary, may be waived at Impendle’s and/or DEA/ KfW’s discretion at any time. Impendle represented by DEA/ KfW reserves the right to adopt any submission made by any bidder(s) at any time and to include such submission in any procurement documentation without compensation.

The ToR is provided solely for the purpose set out herein and is not intended to form any part or basis of any investment decision by the respondents, its equity members or funders. Each person, to whom the ToR is made available, is to make his or her own independent assessment of the Project after making such investigation and taking such professional advice as it deems necessary.
## ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC</td>
<td>Alternating Current</td>
</tr>
<tr>
<td>AISWM</td>
<td>Advanced Integrated Solid Waste Management Project uMgungundlovu District Municipality</td>
</tr>
<tr>
<td>B-BBEE</td>
<td>Broad-Based Black Economic Empowerment</td>
</tr>
<tr>
<td>BoQ</td>
<td>Bill of Quantities</td>
</tr>
<tr>
<td>CBD</td>
<td>Central Business District</td>
</tr>
<tr>
<td>CCA</td>
<td>Closed Corporation Act</td>
</tr>
<tr>
<td>CE</td>
<td>Civil Engineering</td>
</tr>
<tr>
<td>CiDB</td>
<td>Construction Industry Development Board</td>
</tr>
<tr>
<td>CVs</td>
<td>Curricula Vitae</td>
</tr>
<tr>
<td>DEA</td>
<td>Department of Environmental Affairs</td>
</tr>
<tr>
<td>DPSA</td>
<td>Department of Public Service and Administration</td>
</tr>
<tr>
<td>EA</td>
<td>Environmental Authorisation</td>
</tr>
<tr>
<td>EB</td>
<td>Electrical Engineering</td>
</tr>
<tr>
<td>EME</td>
<td>Exempted Micro Enterprise</td>
</tr>
<tr>
<td>EPC</td>
<td>Engineering, Procurement and Construction</td>
</tr>
<tr>
<td>GCC</td>
<td>General Conditions of Contract (Department of Public Service and Administration (DPSA))</td>
</tr>
<tr>
<td>IBR</td>
<td>Inverted Box Rib</td>
</tr>
<tr>
<td>Impendle</td>
<td>Impendle Local Municipality</td>
</tr>
<tr>
<td>Implementation Consultant UMDM (IC-UMDM)</td>
<td>COWI A/S, Denmark (contracted by UMDM/KfW to implement the Advanced Solid Waste Management Project in UMDM)</td>
</tr>
<tr>
<td>IRBA</td>
<td>Independent Regulatory Board of Auditors</td>
</tr>
<tr>
<td>J&amp;W</td>
<td>Jones and Wagener (Pty) Ltd</td>
</tr>
<tr>
<td>KfW</td>
<td>KfW Development Bank</td>
</tr>
<tr>
<td>kW</td>
<td>Kilowatt</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Environmental Management Act 107 of 1998</td>
</tr>
<tr>
<td>NOSA</td>
<td>National Occupational Safety Association</td>
</tr>
<tr>
<td>OHS</td>
<td>Occupational Health and Safety</td>
</tr>
</tbody>
</table>
Abbreviations | Description
--- | ---
OHS Act | Occupational Health and Safety Act 85 of 1993
PrArch | Professionally registered architect
Project | the design, build and equipping of a small waste materials sorting and baling facility and associated buy-back centre at the Impendle landfill site (Coordinates:29°35'38.96"S/29°52'11.46"E), Impendle, Kwa-Zulu Natal
QA | Quality Assurance
SABS | South African Bureau of Standards
SANAS | South African National Accreditation System
SANS | South African National Standards
SHE | Safety, Health and Environment
SLA | Service Level Agreement
SOP | Standard Operating Procedures
TMH 7 | Technical Methods for Highways
ToR | Terms of Reference
UMDM | uMgungundlovu District Municipality
VAT | Value-Added Tax
V | Volt
WML | Waste Management License

3.1 PURPOSE
To appoint a Contractor to undertake the detailed design and construction of a small waste materials sorting and baling facility including the supply of the equipment. The detailed design is to include all architectural, civil, structural and electrical aspects of the project. The turnkey solution will include full construction services and construction supervision[^3].

3.2 INTRODUCTION AND BACKGROUND
The project is part of the Advanced Integrated Solid Waste Management Project (AISWM) within UMDM, funded by KfW and initiated through the DEA) in South Africa.

[^3]: Full contraction implies all the associated building works. Construction supervision must be undertaken by the appointed professional team. Contractor. The Consultant will perform ad hoc site inspections.

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TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
The desired outcomes of the overall AISWM project include the diversion of waste from landfill; the reduction of environmental impacts; separation of waste at source; the improvement of municipal waste services; the creation of more business opportunities around recovery, recycling and beneficiation of waste; as well as institutionalising standardised, good waste management practice within the communities of the Impendle Local Municipality (Impendle).

This tender invites suitable Contractors to submit proposals to design, build, supply and install equipment for a small waste materials sorting and baling facility and an associated Buy-Back Centre to be located at the Impendle landfill site, KwaZulu-Natal.

3.3 LOCALITY

The identified site is located in the town of Impendle within the UMDM, KwaZulu-Natal. Impendle is approximately 48km west of Pietermaritzburg and 37km north-east of Bulwer (see Figure 1 below).

3.4 OBJECTIVES

The objective of the Impendle landfill site project is to provide a sorting and baling facility for mixed municipal waste at the Impendle landfill, being delivered by municipal vehicles. The recyclables will be recovered and baled (for sale to recyclers), while the residual waste will be disposed of on-site at the Impendle landfill site.

This should:

- divert approximately 10% of the waste stream from the Impendle landfill site, thus extending the lifespan of the landfill site;
- promote private sector involvement;
- create employment opportunities within Impendle; and
- align to the DEA National Waste Management Strategy goals which include:
  - **Goal 1:** Promote waste minimisation, reuse, recycling and recovery of waste;
  - **Goal 2:** Ensure the effective and efficient delivery of waste services;
  - **Goal 3:** Grow the contribution of the waste sector to the green economy; and
  - **Goal 5:** Achieve integrated waste management planning.
3.5 SCOPE AND EXTENT OF WORK

3.5.1 Description

3.5.1.1 Baseline data for dimensioning of equipment

The following baseline data for the dimensioning of equipment are to be noted:

Input material is mixed household waste. A waste composition was calculated based on census data of 2011, classification urban/ rural, income structure and related waste composition with following results: paper of up to 10%, plastic of up to 9%, glass of up to 16%, metal of up to 3%, residues including organics 60% to 65%. Expectation is a minimum material recycling quota of 10% means maximum 90% of input material should be landfilled.

The annual waste throughput at the beginning will be about 500 (five hundred) tonnes, based on a collected quantity of 10 (ten) tonnes per week plus recyclables sold in buy-back section, expected increase within a period of several years up to 2 500 (two thousand five hundred) tonnes including greater quantities of Central Business District (CBD) waste.

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
At the beginning of operation, single shift operation to be extendable to double shift in case of increase of throughput/delivered waste quantities.

3.5.1.2. Building and Construction

It is envisaged that the main building of the facility will be a light industrial steel framed type structure with brick infill panels, the under-roof overall dimensions of the building being approximately thirty by fifteen (30m x 15m). Within the building, allowance will be made for male, female and paraplegic toilets. In addition, a small kitchen/social area as well as office space is envisaged.

The area designated for sorting recyclables, although attached to the building and included in the above overall dimensions, will have open sides to allow for suitable natural ventilation. A front-end loader will be used to remove unwanted waste within the sorting facility. Reinforced concrete parapet walls, approximately one point five metre (+1.5m) high, surrounding the sorting area will serve a dual purpose of shielding prevailing winds and providing a surface to which the front-end loader can work against whilst lifting residual waste.

A concrete surface bed on suitable sub-base and sub-grade preparation will be cast sloping away from the sorting area to assist in washing down of the area.

The baling area will be enclosed on the sides by brick infill panels and the roofed with an Inverted Box Rib (IBR) concealed fix type roof sheeting.

A flat, South African National Standard (SANS) 1200 degree of accuracy two (2), concrete surface bed with suitable sub-base and sub-grade preparation will form the surface onto which the plant will sit.

Loading access to the baling area will be provided in the form of a roller shutter door sufficiently wide and high to allow access for trucks and the front-end loader.

Lighting within the building will be done with a combination of natural translucent sheeting and energy saving electric lights where required.

Adjacent to the main building will be a lockable and roofed area to house the front-end loader. This space will also serve as a wash down area for the front-end loader.

Outside of the main building, a concrete hard stand will be constructed where skips and/or containers will be placed. The hard stand, as per all surface beds, will be jointed and designed to resist TMH 7 provincial road loading.

Proposed general arrangement drawings showing plans, sections and elevations are included as part of the tender information package. These are indicative and serve the purpose of providing a conceptual background only.

In addition to the above, owing to the frequency of thunderstorms in Impendle, a separate lightning conductor/pole must be allowed for.

Associated with this facility are the improvement of the collection service and the use of a wheeled loader to move residual waste onto the landfill site work face.

3.5.1.3. Process

The municipal waste collection vehicles (a tractor with trailer (Impendle inventory) and a Tippak truck (accessions)) will deliver the waste to facility. The load will be emptied in the sorting area. The staff will separate recyclables from mixed waste received and relocate recyclables into big bags mounted in racks (one rack to accommodate the two (2) to four (4) bags). The full bags are pushed into the baling area for
intermediate storage. After finalization of “sorting” process, the wheel loader transports the remaining residues directly to the adjacent landfill site and integrates them into the landfill body including coverage if required.

The staff should take paper, cardboard and plastic out of the bags and feed them manually into the baling machines. Generated bales should be of a size to allow for one (1) to two (2) workers to move the bales manually. They are stored in the building or outside in two (2) lockable marine containers until the reclaimers come and pick them up.

The staff will empty the bags with glass in skips for transport by recycler to a processing facility. Metals should stay in the bags or in the skips. The reclaimers are to transport the bags to a processing facility.

A small buy-back section equipped with a hand scale and a weigh pad must be accommodated for where waste pickers, private persons and retailers, can sell their recyclables to the facility. Recyclable material received from the aforementioned stakeholders are handled in a similar manner as material separated by the staff.

Modification of process is welcome. Bidders should describe offered alternative(s) including explanation of reasons for modification and/or of advantages. The facility must be designed to allow for effective and efficient waste materials sorting and baling.

3.5.1.4. Flow Schemes

![Flow Scheme Diagram](image-url)

**FIGURE 2: AN ILLUSTRATION OF FLOW SCHEME**
3.5.1.5. Technical Equipment

The list of equipment based on given process description is not exhaustive and only for information requirements.

Bidders must include all required items for plant/ facility operation in their offer. Main technical data of offered equipment must be submitted including empirical values for fuel/ energy consumption and a list of required supplies including assumptions for their consumption.

Standardized equipment is preferred. Data sheets, brochures or catalogues to prove availability and standards should be included in the bid.

South African standards and guidelines for occupational health and safety, equipment safety, conformity, material selection must be complied with.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Name</th>
<th>Description and requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2)</td>
<td>Baling machine</td>
<td>- Manually loaded with material like paper, cardboard, plastic</td>
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<td>- Minimum capacity four (4) bales/ hour and baler</td>
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<td>- Bales size and weight in a way that they could be manually moved by one (1) to two (2) workers</td>
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<td>- Bale tying strapping with twine or wire (manual or automatically)</td>
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<td></td>
<td></td>
<td>- Electrical connection suitable to two hundred and thirty (230) volt (V)/ four hundred (400) V Alternating Current (AC)</td>
</tr>
<tr>
<td>One (1)</td>
<td>Wheel loader/ front-end loader</td>
<td>- Equipped with shovel of two to three cubic metre (2 to 3 m³)</td>
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<td></td>
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<td>- Heavy enough for landfill operation</td>
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<td></td>
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<td>- Full rubber wheels</td>
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<td></td>
<td></td>
<td>- Diesel gear (minimum eighty kilowatts (80 kW))/ exhaust gas compliant with South African Emission Standards (currently EURO five (5))</td>
</tr>
<tr>
<td>One (1)</td>
<td>Waste collection Tippak truck</td>
<td>- 15m³ load capacity</td>
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<tr>
<td></td>
<td></td>
<td>- Manual feeding/ loading</td>
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<tr>
<td></td>
<td></td>
<td>- Without wheelie bin lift equipment</td>
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<tr>
<td></td>
<td></td>
<td>- Only gravity compaction</td>
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<tr>
<td></td>
<td></td>
<td>- Five (5) ton truck</td>
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<tr>
<td></td>
<td></td>
<td>- Collection of mixed waste in rural area equipped with differential lock and manual gearbox</td>
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<tr>
<td></td>
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<td>- Seats for driver and two (2) to three (3) workers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Diesel gear (minimum one hundred and eighty kilowatts (180 kW))/ exhaust gas compliant with South African Emission Standards (currently EURO five (5))</td>
</tr>
</tbody>
</table>
### DEPARTMENT OF ENVIRONMENTAL AFFAIRS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Name</th>
<th>Description and requirements</th>
</tr>
</thead>
</table>
| Minimum four (4) | Skips                                     | - Intermediate storage of glass and eventually metal  
- Standard form (no special design),  
- Maximum seven cubic metre (7 m³)  
- No lids  
- Coverable with nets  
- Appropriate for transport with standard skip loader  
- Appropriate for maximum load of ten (10) tons  
- Bottom steel sheet minimum six (6) millimetre thick, side steel sheet minimum four (4) millimetre thick, steel material S235 or comparable quality  
- Outside painted with synthetic resin paint (colour to be defined by the Impendle) |
| Minimum two (2)* | Marine containers (optional)              | - Standard dry container (sea container)  
- Rear doors lockable  
- Twenty (20) or forty (40) foot (approximately forty to eighty cubic metre (~40 or 80m³)) |
| One (1)   | Weigh pad                                 | - About one square metre (1 m²) surface for weighing of bales, if required, and of larger items/ packages of recyclables delivered to the buy-back section  
- Up to 1 000 (one thousand) kilograms load  
- Minimum weight one (1) kilogram  
- Non-electrical preferred |
| One (1)   | Hand scale                                | - Weighing of material delivered to buy-back section  
- Load up to 20 (twenty) kilograms  
- Minimum weight point five (0.5) kilogram  
- Suitable for plastic bags and cardboard boxes  
- Non-electrical  
- Fixed at wall preferred, mobile (hang at a fixed hook at ceiling/ wall) acceptable |
| Minimum 50 (fifty)* | Large bags                               | - Polypropylene bags with four (4) loops  
- Maximum 1 m³ for manual feeding  
- New ones  
- Folded |
| Minimum five (5)* | Racks for bags                           | - Three (3) to four (4) bag slots per rack  
- Minimum four (4) wheels (two (2) tractable) for easy pushing/ pulling  
- Weight per bag up to 100 (one hundred) kilograms |
3.5.1.6 Limit of supplies and services

The Contractor will be responsible for supplying a full turnkey solution including water and electrical municipal connections. Sewage must be handled by means of a conservancy tank. In addition, all wayleaves will be the responsibility of the Contractor.

3.5.2 Services required

The following services are required:

- Detailed geotechnical investigation as needed:
  - Basic geotechnical information is provided as part of the tender documentation information pack.

- Detailed design of facility for approval by the Implementation Consultant (COWI, Denmark) appointed by UMDM/ KfW, to support them in the “Advanced Solid Waste Management uMgungundlovu District Municipality” Project (IC-UMDM) as well as DEA/ KfW:
  - Design of the facility must be done in accordance with all local code requirements as well as the national building regulations.

- Cognisance of the national construction regulations and the Occupational Health and Safety Act 85 of 1993 (OHS Act) and the Operational and Environmental Management parameters, conditions and requirements of the existing Licensed Impendle landfill site must be taken during the design process.
  - Once approved by the IC-UMDM as well as DEA/ KfW, Impendle Council submission drawings must be prepared by a professionally registered architect (PrArch) and submitted to the local authority for approval, post approval by project partners.
  - All civil/ structural engineering design and drawing is to be completed and signed off by a professionally registered engineer.

- Site preparation:
  - The Contractor shall confine his/her activities to the area in the vicinity of the designated site and the actual boundaries of the site will be pointed out by the Project Manager of the IC-UMDM.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Name</th>
<th>Description and requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2)</td>
<td>Flatbed trolley</td>
<td>- Internal transportation of bales and full bags</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- maximum load 100 (one hundred) kilograms</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Flatbed area minimum of point five square metre (0.5 m²)</td>
</tr>
</tbody>
</table>

* required number to be defined by bidder
o All site clearance must be undertaken in accordance with SANS 1200C.

o The Contractor shall erect, maintain and remove on completion of the work, ample temporary offices and sheds to the IC-UMDM Project Manager’s approval, for proper storage of perishable and other materials and for the use of employees.

o No person will be allowed to sleep or be accommodated on the site.

o No housing is available for the Contractor’s employees and the Contractor shall make own arrangements to house employees and to transport them to site.

o No informal housing or squatting will be allowed.

o Chemical toilets only will be allowed where temporary facilities have to be provided.

o Cognisance must be taken of the requirements and stipulations contained within the Operational and Environmental Management Plan(s) of the existing Licensed Impendle landfill site.

o Health and safety issues must be included here.

- Construction of facility:

  o The standard specifications, on which the civil works in this contract are based are South Africa’s Standardized Specifications for Civil Engineering Construction, SANS 1200.

  o Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1200 A</td>
<td>General</td>
</tr>
<tr>
<td>SANS 1200 C</td>
<td>Site Clearance</td>
</tr>
<tr>
<td>SANS 1200 D</td>
<td>Earthworks</td>
</tr>
<tr>
<td>SANS 1200 DM</td>
<td>Earthworks (Roads, Subgrade)</td>
</tr>
<tr>
<td>SANS 1200 G</td>
<td>Concrete</td>
</tr>
<tr>
<td>SANS 1200 H</td>
<td>Structural Steelwork</td>
</tr>
<tr>
<td>SANS 1200 LC</td>
<td>Cable Ducts</td>
</tr>
<tr>
<td>SANS 1200 LE</td>
<td>Storm water drainage</td>
</tr>
<tr>
<td>SANS 1200 M</td>
<td>Roads (general)</td>
</tr>
<tr>
<td>SANS 1200 ME</td>
<td>Sub base</td>
</tr>
<tr>
<td>SANS 1200 MJ</td>
<td>Segmented Paving</td>
</tr>
<tr>
<td>SANS 1200 MK</td>
<td>Kerbing and channelling</td>
</tr>
</tbody>
</table>
During construction the professional architect and engineer must inspect the works at suitable intervals to ensure conformity to the contract documentation and to ensure the works are of an acceptable quality in terms of industry standards.

Utility Services available:

- The Contractor shall make his/ her own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

- Procurement/ Delivery of Equipment:
  - The Contractor has to procure and deliver all equipment and installations required for sufficient failure-free and safe plant/ facility operation.
  - Contractor shall deliver standardized equipment only, no special design. If no standard equipment is available Contractor has to state this in his/ her offer.
  - South African standards and guidelines for occupational health and safety, equipment safety, conformity and material selection are to be attended to.

- The Contractor has to deliver required supplies like twine or wire for balers for a minimum time period of six (6) months after operation commences.

- Provide a compliant and complete asset register to allow Impendle to place the assets on its assets register, together with equipment warranty and guarantees.

- Installation of equipment:
  - The Contractor has to install the delivered equipment. He/ she has to execute test operation of equipment to demonstrate operational readiness.
  - The Contractor has to prepare and submit operational instructions, maintenance and service manuals. A list of required and recommended spare parts for a minimum period of two (2) years has to be prepared and submitted, too.

- Commissioning of plant must be done in collaboration with an appointed Facility Operator. The Facility Operator will be introduced to the Contractor by Impendle.

- Cost for initial training of plant operators must be included.
  - The Contractor has to give a minimum of one (1) day training on the operation of the baler machines including daily maintenance procedures and general trouble-shooting.
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

- The Contractor has to give a minimum of half (0.5) day training on the operation of the front-end loader including daily maintenance procedures and trouble-shooting to a skilled driver.

- The Contractor has to give a minimum of one (1) day training on the operation of the Tippak-truck including daily maintenance procedures and trouble-shooting to a skilled driver.

The works, services, goods and supplies will be monitored against progress by the IC-UMDM. The construction defects liability for the facility shall be twelve (12) months from the date of final completion. The construction works are to be completed within five (5) months from signing the contract.
### 3.5.3 Timetable: Tentative time frames linked to main tasks/outputs

**Working Programme for Implementation of Impendle Sorting and Baling Facility**

<table>
<thead>
<tr>
<th>Tasks/ Deliverables</th>
<th>May-16</th>
<th>Jun-16</th>
<th>Jul-16</th>
<th>Aug-16</th>
<th>Sep-16</th>
<th>Oct-16</th>
<th>Nov-16</th>
<th>Dec-16</th>
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<tbody>
<tr>
<td>DEA Tender (Equipment and Construction)</td>
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<tr>
<td>Announcement of Tender in Newspaper</td>
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<tr>
<td>Full Tender Document available for bidders</td>
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<td>Bidding period (minimum 4 weeks / 30 days - extended)</td>
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<tr>
<td>Closing date for tenders</td>
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<tr>
<td>Evaluation of Proposals and DEA approval of SP</td>
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<tr>
<td>DEA Tender Evaluation Committee Meetings</td>
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<tr>
<td>Contract Negotiations with preferred SP, Contracts signed</td>
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<tr>
<td>Detailed Design prepared by selected bidder</td>
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<td>Approval of Detailed Design</td>
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<tr>
<td>Construction Permission procedure / Council approval</td>
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<tr>
<td>Delivery of Supply/Construction</td>
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<td>●</td>
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<tr>
<td>(Test-)Operation of Pilot Projects / Training of operators staff</td>
<td></td>
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</tr>
</tbody>
</table>
3.5.4 Where the services are needed
Impendle, within the UMDM, KwaZulu-Natal.

3.5.5 The critical minimum performance areas and/or requirements related to said service
In addition to the conditions as set out in the Part C1.2 Conditions of Contract, the Contractor is expected to comply fully with the following:

3.5.6 Quality Assurance
The Contractor will be solely responsible for the production of work that complies with the Drawings and Specifications approved by the IC-UMDM as well as DEA/KfW. To this end, the Contractor will be fully responsible to institute an appropriate Quality Assurance (QA) system on site. The Project Manager of the IC-UMDM will audit the Contractor's QA system on a regular basis to verify that adequate independent checks and tests are being conducted and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure. The Contractor shall submit the QA system to the Project Manager for approval and the Project Manager has to approve the QA system. No construction work will be allowed to commence on site prior to the approval of the Contractor's QA system.

The Contractor shall ensure efficient supervision of staff (including the provision of required transport), availability of instruments, equipment and tools to control the quality of their own workmanship in accordance with his/her QA system. Their attention is drawn to the fact that it is not the duty of DEA/KfW or their representative to act as foreman or surveyor.

3.5.6.1 Existing Utility Services
The Contractor shall make himself/herself acquainted with the position of all existing utility services before any excavation or other work likely to affect the existing services are commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his/her operations and any damage shall be made good at his/her own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

3.5.6.2 Survey beacons
The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless of whether or not such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his/her employees and/or subcontractors, the Contractor shall have them replaced by a registered land surveyor at his/her own cost. Where survey bench-marks falls within the works the Contractor will be required to replace these bench-marks with alternative bench-marks located outside of the affected works area prior to clearing of the site.

The Contractor shall verify the accuracy of the survey control points indicated and report any concerns, if applicable, to the Project Manager of the IC-UMDM prior to commencing with construction.
3.5.6.3 Security

The Contractor shall provide security guards for the Contract as he/ she deems fit at no separate payment item. All costs for security must therefore be included under the applicable rates or Preliminary and General costs. The Contractor must ensure that all his/ her employees, as well as the employees of his/ her subcontractors are able to identify themselves as members of the construction team.

3.5.6.4 Supply of Diesel

The Contractor shall tender wet rates for all works based on the assumption that he/ she will be responsible for his/ her own supply and storage of diesel.

3.5.6.5 Medical Examinations

Medical certificates of fitness will be required as required by the OHS Act and related regulations. The costs for these certificates shall be deemed to be included in the bill of quantities (BoQ) and no additional payment will be made for testing as required.

3.5.6.6 Health and Safety

All construction related activities must adhere to the OHS Act, the Construction regulations as well any local authority legislation governing health and safety issues. It is a preference, although not a requirement, that the construction company has a National Occupational Safety Association (NOSA) accreditation.

3.5.6.7 Electrical Installations

All installations must comply with the latest revision of SABS 0142 “Code of Practice for the Wiring of Premises”. To comply with all the requirements of SABS 0142, both design and installation, only authorised electrical equipment and installation techniques are allowed to be used.

The Contractor must supply a certificate of compliance duly signed by the relevant accredited person. The owner may require that these tests be witnessed by the DEA/ KfW representative. Adequate notice of the proposed testing is required by DEA/ KfW in order to make the necessary arrangements.

All installations are to comply with the OHS Act.

The Contractor shall supply the DEA/ KfW with the name of the accredited person for the electrical installation prior to the commencement of the installation.

The Contractor’s electrical contractor shall supply DEA/ KfW with a copy of the registration certificate issued by the Electrical Contracting Board or proof of registration.

The Contractor shall submit the required commencement form to the supply Authority as required.

3.5.6.8 Responsibilities of the services provider regarding safety and environmental impact

The Contractor will be responsible for identifying and complying with all the relevant laws and regulations pertaining safety, health and environment. These include, but not necessarily limited to:

- OHS Act (Act 85 of 1993) as amended, and regulations;
- National Environmental Management Act 107 of 1998 (NEMA) as amended and regulations; and
The Contractor must ensure that site-specific written Standard Operating Procedures (SOP) are developed for the facility and use of equipment. The SOPs must take all legislative requirements into consideration, including OHS, NEMA and NEM:WA.

The area of impact shall be limited, as far as practical, to the footprint area of the works. Any work, temporary or permanent, carried out outside of the works area, such as access roads, batch plants, temporary laydown areas, stockpile areas, etc., shall be subject to the approval of DEA/ KfW.

The Contractor shall submit, prior to the commencement of work, a generic Construction Environmental Management Plan with detailed Environmental Construction Method Statements covering at least the following:

- Indication of all temporary and permanent works;
- Method Statement describing Waste Management Measures;
- Crew Camps and Construction Lay-down Areas (including site plans);
- Method Statement describing Cement and Concrete Batching (including site plans);
- Method Statement for Control of Nuisances (Dust/ Odour/ Noise);
- Emergency Response Plan: Adverse Weather Conditions;
- Sourcing, Excavating, Transporting and Dumping of Fill and Spoil Material (including site plans);
- Soil Erosion Control;
- Stormwater Management (including site plans);
- Emergency Fire Management;
- Method statement of site rehabilitation of temporary works;
- Actions to be taken to prevent or minimise damage to the environment during construction;
- Description of plant to be used;
- Contingency plans for flood events; and
- Items requiring special attention, such as highly sensitive areas or protected species.

The Environmental Management Plan and Construction Environmental Method Statements must take the requirements and conditions of the Impendle landfill site’s Waste Management License (WML) and Environmental Authorisation (EA), as well as the associated specialist investigations and Site/ Activity Specific Environmental Management Plan, into consideration. All applicable requirements and conditions stipulated in the Impendle landfill’s WML and EA must be reflected in the Environmental Management Plan and Construction Environmental Method Statements.

The Contractor must make provision for the appointment of a suitably qualified person to write, implement, monitor and report on the above Environmental Construction Management Plan and Construction Environmental Method Statements. In this regard it is recommended that an Environmental Incident Log be kept on site.
The Contractor’s Construction Environmental Management Plan and Environmental Construction Method Statements will be subject to approval by DEA/ KfW before the commencement of construction work. The Contractor will not be allowed to commence work, or his/ her work will be suspended if he/ she had already commenced work, before he/she has obtained DEA/ KfW’s written approval of his/ her Construction Environmental Management Plan and Environmental Construction Method Statements.

Time lost due to delayed commencement or suspension of the work, shall not be used as a reason to claim for extension of time or standing time and the related costs.

Should the Contractor not submit time-related and fixed prices for conforming to all statutory requirements, the rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and DEA/ KfW’s Health and Safety Specification and Environmental Requirements applicable to this Project. Should the Contractor fail to comply with the provisions of the Construction Regulations or other legal obligations, he/ she will in addition to being instructed to comply, be liable for penalties that may be applicable.

3.5.6.9 Adverse Weather Conditions

No extension of time will be granted for delays arising out of normal unfavourable weather conditions. Where abnormal rainfall is experienced, an extension or reduction of contract period shall be granted, as agreed by the Project Manager of the IC-UMDM. Extension of time arising from abnormal rainfall shall be calculated separately for each calendar month or part thereof and submitted to the Project Manager for approval.

3.5.6.10 Site instruction book and site diary

A triplicate book for site instructions, provided by the Contractor, shall at all times be kept on site. All instructions to the Contractor will also be recorded in this site instruction book. All site instructions to be signed by the Project Manager or his/ her representative of the IC-UMDM.

A site diary, provided by the Contractor, will be completed each day and shall be kept on site at all times.

3.5.6.11 Storm water management during construction

The Contractor shall be responsible for handling all surface and sub-surface water in such a way that construction can proceed with minimum impact on the environment and minimum disruption to the construction programme and in accordance with the approved Environmental Construction Method Statement. At no time shall normal drainage flows be blocked.

The Contractor shall also be responsible for handling all surface and sub-surface water during the period whilst the Selected Sub-Contractors are on site in such a manner that the Selected Sub-Contractors are not delayed by excessive water on the site.

The Contractor shall also take particular care to ensure the safety of the works against damage by flooding.

3.5.6.12 Dust suppression

All working surfaces and roads shall be moistened regularly and in accordance with the approved Environmental Construction Method Statement so as to keep the creation of dust to a minimum. To this end the Contractor shall have an operational water cart on site at all times.
Survey information has been provided as part the tender information pack but the Contractor is to provide the Project Manager of the IC-UMDM with additional survey information of the natural ground levels before any construction commences as well as as-built surveys at the end of construction. The survey information is to be according to the National Longitude of Origin co-ordinate grid system and is to be provided in digital format.

The Contractor is obliged to perform the works in terms of the required norms and standards for the subject matter.

The Contractor must submit for evaluation, together with his/her tender, a site organogram showing the level of site supervision proposed. Such organogram shall show the number of contract managers, site agents and foremen, as well as their percentage of time on site for the duration of the project, where 100% being equated to full time. In addition, the Contractor is to clearly state what level of supervision has been allowed for in terms of the professional consultants.

The Contractor is to provide Curricula Vitae (CVs) of the proposed Contracts Manager and Site Agents. The site agents must remain at their allocated site for the duration of the project.

A detailed construction programme shall be submitted within 10 (ten) working days after the award of the tender. Work to commence immediately upon signing of contract.
3.5.7.3 Plans and drawings

Please refer to Part C 3.2.

3.5.7.4 Milestones and date of completion of service

The Contractor should provide an indicative project development plan indicating at least the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Commencement Date and finalized Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detailed design by professional team</td>
<td></td>
</tr>
<tr>
<td>All local authority approvals</td>
<td></td>
</tr>
<tr>
<td>Contractor site establishment</td>
<td></td>
</tr>
<tr>
<td>Practical completion of construction activities</td>
<td></td>
</tr>
<tr>
<td>Final completion of construction activities</td>
<td></td>
</tr>
<tr>
<td>Equipment and plant procurement</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>Final handover</td>
<td></td>
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</tbody>
</table>

3.5.7.5 Available data that may support the potential supplier

The following information is available that might support the potential supplier:

- Project Implementation Plan – Impendle;
- Basic Geotechnical Information – Impendle;
- Site Survey Data – Impendle; and
- Conceptual layouts.

3.5.7.6 Role of Impendle

This is an Impendle project albeit supported by KfW/ DEA that takes place within the jurisdiction of the Impendle. Therefore, the project has to comply with all Impendle by-laws, policies, procedures and mandatory approvals for a project as contemplated.

3.6 EXPECTED DELIVERABLES/ OUTCOMES

The expected deliverable is a turnkey solution provided on time and within budget as described in the scope of works and project specifications:

- Detailed design of facility for approval by DEA/ KfW;
- Site preparation;
- Construction of facility;
- Equipment procured and delivered;
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

- Impendle needs to be provided with a project asset list at completion of the project incorporating detailed itemised pricing in order for it to include the assets in its asset register;
- Installation of equipment;
- Commissioning of plant in collaboration with an appointed facility operator; and
- Initial training of plant operators (see item 3.5.2).

3.7 PERIOD/DURATION OF PROJECT/ASSIGNMENT

The project must be completed within five (5) months after the signing of the Engineering, Procurement and Construction (EPC) Agreement by both parties (DEA and the Contractor) with the last day of completion being 30 November 2016. See working programme in item 3.5.3.

3.8 COSTING/COMPREHENSIVE BUDGET

A comprehensive budget in the form of a BoQ clearly stating the quantum and rate for the full scope is required. In addition, all disbursable expenses and VAT must clearly be stated. Professional fees and construction related activities are to be separated. The BoQ shall be in a spreadsheet format and all item descriptions and rates as per the measurement clauses in SANS1200.

Payment Schedule:

Prior to the Contract signature, the payment schedule shall be agreed in writing between Employer and the Contractor, and shall take into account the delivery of the works and services and the hand-over of goods, supplies and equipment.

3.9 MANDATORY REQUIREMENTS

3.9.1 CIDB Rating of Contractor

Only contractors with a Construction Industry Development Board (CIDB) rating of six (6) Civil Engineering (CE) and Electrical Engineering (EB) or greater will be considered eligible for award. A valid CIDB rating certificate must be submitted as part of the bidder’s submission pack.

3.9.2 Schedule of work carried out by tenderer

The Tenderer shall list below at least the last three contracts of a similar nature awarded to him/her. This information is material to the award of the Contract and must include work undertaken by proposed sub-consultants (or subcontractors).

<table>
<thead>
<tr>
<th>No.</th>
<th>Project/employer and project description</th>
<th>Nature of work</th>
<th>Value of work</th>
<th>Year of completion</th>
<th>Reference detail (Name, employer, Tel. no. and e-mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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</table>
3.9.3 Proposed Key Personnel

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), for the execution of the work, together with their qualifications, experience and positions held:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Name and nationality of nominee or alternate</th>
<th>Summary of qualifications, experience and present occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td></td>
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<tr>
<td>Design Lead</td>
<td></td>
<td></td>
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<tr>
<td>Technical Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Manager</td>
<td></td>
<td></td>
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<tr>
<td>Safety, Health and Environment (SHE) representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other staff (provide designation)</td>
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<td></td>
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</tbody>
</table>

3.9.4 Qualifications and Professional Registration of Key Staff

The experience of the tenderer or joint venture partners key staff must be demonstrated through the provision of the following:

- Qualifications of key staff to deliver a project of this nature;
- Professional Registration Status;
- Experience in projects of a similar nature (i.e. letter from previous clients – also see item 3.9.6); and
- Any supplementary information.

Copies of qualifications and professional registrations must be certified by a Commissioner of Oath. The description should be put in a tabular format with the following headings:

<table>
<thead>
<tr>
<th>Name of key staff member employer, duration of service, tel. no.</th>
<th>Description of work undertaken in projects of a similar nature</th>
<th>Value of work/contracts undertaken inclusive of VAT (rand)</th>
<th>Date started and completed</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
3.9.5 Project Organisational Chart
The Tenderer must provide a Project Organisational Chart identifying all resources indicated in response to this tender and all support staff required to ensure successful delivery of the project. The Project Organisational Chart must include reporting lines and interfaces to DEA/ KfW. The Contractor to also accommodate for site meetings and visits.

3.9.6 At least three (3) Reference Letters for EPC/ turnkey contracts of a similar nature
The Tenderer must demonstrate their track record and experience with projects of a similar nature by providing three (3) Reference Letters which contains the following information:

- All Reference Letters to be on Employer’s letterheads;
- Reference to the specific project;
- Project value;
- Tenderer’s involvement in project;
- Value portion of tenderer’s involvement; and
- Clear indication of Employer’s impression of tenderer.

3.9.7 Project Programme
The tenderer must provide a project programme as per item 3.5.7.2.

3.9.8 Project Method Statement
The tenderer must provide a method statement that addresses the following aspects:

- Design process;
- Approvals;
- Construction process;
- Safety, Health, Environmental & Quality considerations during the construction process; and
- Completion and handover.

3.9.9 Schedule of Plant and Equipment
The tenderer shall list plant and equipment that they presently own or lease and will have available for the duration of the contract should their bid be accepted.

In addition to the above, the tenderer shall list plant and equipment that will be hired or acquired for the successful completion of the project.
3.9.10 Other Documents required for Tender Evaluation Purposes

The tenderer shall supply the following documents as part of their submission:

- Bank details on a letter head from the bank clearly showing the account holder, account number, bank name and branch number.
- An original certificate of Tax Clearance.
- Details of insurance cover highlighting the following:
  - The period of validity; and
  - The value of insurance for Professional Indemnity, Works and Equipment, Personnel, Vehicles Liability and Third Party Liability.
- Valid CIDB registration document.
- Operation of facility and equipment to be determined in liaison with Impendle. The number of people to be trained for the operation of the facility and equipment, needs to be specified as well as the scope of the training to be conducted.
- There is a requirement that local community members benefit from employment opportunities during the construction phase. As such the tenderer shall submit a method statement outlining a proposed skills transfer in respect of construction related activities.

3.10 REPORTING

<table>
<thead>
<tr>
<th>Report No.</th>
<th>Report name</th>
<th>Submission time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Progress Reports (maximum four (4) pages)</td>
<td>Within the first week of the following month for the duration of the project.</td>
</tr>
<tr>
<td>2</td>
<td>Bi-monthly “snap shot” reports (maximum six (6) pages)</td>
<td>Two (2) weeks after end of respective period for the duration of the project.</td>
</tr>
<tr>
<td>3</td>
<td>As built documentation and operating manuals</td>
<td>Within one (1) week of practical completion.</td>
</tr>
</tbody>
</table>

All reports shall be clearly structured, as brief and to the point as possible. All reports shall be submitted in English (digital and hardcopy) to the Project Manager of the IC-UMDM.

All reports have to be prepared in DIN A4 format. If appropriate, a separate volume in DIN A3 format is to be prepared containing all plans, drawings and photographs.
Part C3.2 Project Drawings
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICIPALITY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

3.2.3 – SECTIONS

TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICIPALITY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICIPALITY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)
3.2.5 – EXAMPLE OF SKIP DRAWING

Data sheet skips – sketch drawing

5 m³ - skip

![5m³ Skip Drawing]

Content 5m³
Material thickness bottom 6 mm, sides 4 mm

7 m³ - skip

![7m³ Skip Drawing]

Content 5m³
Material thickness bottom 6 mm, sides 4 mm
General Provisions:

Tenderers must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA). (Only applicable for the appointment of warm bodies.)

The Employer undertakes to pay out in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and hand-over or completion reports. No payment will be made where there is outstanding information/ work not submitted by the Contractor until that outstanding information is submitted.

Release of Guarantees and Bonds:

In the event that any amount to be paid under a guarantee is dominated in local currency, payments shall be remitted to a special account of the recipient in the country of the recipient, which may be drawn only with the consent of the PM after approval of KfW.

Any guaranties and bonds provided by the Contractor shall be released according to the terms and conditions of this Contract.

Reimbursement

When concluding contracts for goods and services to be financed from the Financial Contribution, the Recipient shall also observe the following principles:

Payments due under the contracts for goods and services are to be made from the Financial Contribution, said contracts shall include a provision stipulating that any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Recipient to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the account of the Recipient. If such payments are made in local currency they shall be remitted to a special account of the Recipient in the country of the Recipient, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.
TENDER FOR THE DESIGN, BUILD AND EQUIPPING OF A SMALL WASTE MATERIALS SORTING AND BALING FACILITY AND ASSOCIATED BUY-BACK CENTRE AT THE IMPENDLE LOCAL MUNICAPILTY LANDFILL SITE (COORDINATES 9°35'38.96"S / 29°52'11.46"E), IMPENDLE, KWAZULU NATAL (E1337)

COLOUR CODED FLYSHEET IN ACCORDANCE WITH CIDB REQUIREMENTS
PART C4:
SITE INFORMATION

C4.1 LOCALITY PLAN ........................................................................................................... C67
The identified site is located in the town of Impendle within the UMDM, KwaZulu-Natal. Impendle is approximately 48km west of Pietermaritzburg and 37km north-east of Bulwer.