

uMNGENI LOCAL MUNICIPALITY



TENDER DOCUMENT
BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

CONTACT PERSON: _____

ISSUED BY;

THE MUNICIPAL MANAGER

Mr M Hloba

P O Box 5

Howick

3390

Tel: (033) 239 9271

PREPARED BY;

LANDFILL SITE MANAGEMENT UNIT

Ms M Mangwe

PO Box 5

Howick

3290

Tel. (033) 239 9279

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

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BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

VOLUME 1: Tendering procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

T1.1 Tender Notice and Invitation to Tender

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

REQUEST FOR PROPOSALS

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

uMngeni Local Municipality invites tenders from suitably qualified and accredited professional service providers who are registered with the Engineering Council of South Africa and who meet the prescribed minimum requirements, are registered on Central Supplier Database (CSD) and are compliant with relevant prescribed legislation to be appointed for a period of three years for technical investigations, rehabilitation supervision, design of landfill infrastructure and construction supervision.

The tender document will be available on www.etenders.gov.za and can also be downloaded from www.uMngeni.gov.za.

A **COMPULSORY** tender briefing with the representatives of the Employer will be held **in municipal offices at Hilton Boardroom, 29 Hilton Avenue on the 26th of July 2024 at 10h00** starting with a presentation at Council Chambers, then proceed to sites.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with **“PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY.”** and must be placed in the bid box at the Municipality office in **Cnr. Somme and Dicks Street, Howick** not later than ... on Bids will be opened in public at the Municipal offices. The Tenders shall remain valid for a period of 90 days from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of uMngeni Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of Specific goals.

The specific goals allocated points in terms of this tender:

A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- for 100% black person or people owned enterprise 5 points
- for at least 30% woman or women shareholding or owned enterprise 5 points
- For at least 30% youth shareholding or owned enterprise 2.5 points
- for at least 30% people living with disability shareholding or owned enterprise 2.5 points

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 5 points

(The Municipality will utilize the CSD report to verify the above-mentioned information)

No awards will be made to a person:

- Who is not registered on the Central Supplier Database (CSD);
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. Tenders will be evaluated in terms of the Supply Chain Management policy of the uMngeni Local Municipality. The lowest or any tender will not necessarily be accepted, and uMngeni Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part. The panel to be appointed will be limited to uMngeni Local Municipality's budget availability and also at the discretion of the Accounting Officer.

The SCM Enquiries: Tel: (033) 239 8313 Email: Mbongeni.zuma@umngeni.gov.za . Technical Enquiries Ms. M Mangwe Tel: 033 239 9279 Email: makhosi.mangwe@umngeni.gov.za.

CLOSING DATE:

Mr M Hloba
MUNICIPAL MANAGER
Cnr Somme & Dicks streets
Howick

P.O BOX 5
Howick
3290

3290

www.umngeni.gov.za

uMNGENI LOCAL MUNICIPALITY**BID NO: UMN 31/2023-24****PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY****T1.2 Tender Data**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board of SA (Cidb) Standard for Uniformity (SFU) in Engineering and Construction Works Contracts, August 2019. Refer <https://www.cidb.org.za/resource-centre/downloads-2/#47-100-wpfd-procurement-documents-templates-and-guidelines>)

The Tender Data which follow, and any other additional requirements set down in the tender schedules included in the returnable documents as described in this document, are in amplification of the Standard Conditions of Tender and form part of and must be read in conjunction with the Standard Conditions of Tender.

The Tender Data set down in T 1.2.2 below shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Clause	Tender Data
F 1	General
F 1.1	The Employer is: uMngeni Local Municipality P O Box 5 Howick 3290 The employer's representative is; The Municipal Manager Mr M Hloba P O Box 5 Howick 3290
F 1.2	Tender Documents C 1.2 Contract data C 1.3. Supply Chain Management Policy Part C2: Pricing Data C 2.1 Pricing Assumptions C 2.2. Bills of Quantities Part C3: Scope of Work C 3.1 Scope of Work C 3.2 Project Specifications C 3.3 Health and Safety Specifications C 3.4 Labour Intensive Specifications

F.1.3 Interpretation

- F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
- F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F 1.4 Communication.

The Employer's Representative is;

<u>Accounting Officer;</u>	<u>Procurement Enquiries</u>	<u>Technical Enquiries.</u>
Mr M Hloba	Mr S Khomo	Ms M Mangwe
P O Box 5	P O Box 5	P O Box 5
Howick	Howick	Howick
3290	3290	3290
Tel : 033 239 9271	Tel: 033 239 9221	Tel : 033 239 9279

F 1.5 The Employer's right to accept or reject any tender offer

- F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.

Furthermore, uMngeni Local Municipality fully Reserves the right not accept the lowest tender or accept the whole or part of any tender or not to consider any tender submitted.

F1.6 Procurement Procedure

Two envelope procedure will not be followed. Bidders are advised to submit two documents which will be the tender document and the attachments or annexures document

Clause	Tender Data
F 2	Tenderer's obligation
F.2.1	Eligibility
F2.1.1	Only those tenderers who have in their management and employment suitably registered Professional Persons in accordance with relevant South African legislature for Professionally Registered Persons and in terms of relevant professional bodies may submit tenders.
F 2.1.4	Support Resources
	Tenders must indicate resources they intend allocating to this assignment when requested to do so by the employer at any time.
F 2.1.5	Professional indemnity (PI) insurance providing cover in amount of at least R20 000 000 in respect of each and every claim during the period of insurance. Proof of PI insurance with a reputable insurance broker must be submitted with the tender, appended to Returnable Schedules.
F.2.2	Cost of Tendering
	The Tenderer must Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check Documents
	The Tenderer must Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission in writing before tender closure.
F 2.4	Confidentiality and Copyright of Documents
	“uMngeni Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors in respect of any appointment whether wholly or partly, in connection with, or incidental, to any appointment and which may relate to, or be in connection with, or be useful to the business carried out by the uMngeni Local Municipality. Such patents or copyrights are not limited to any particular area or country and the uMngeni Local Municipality reserves the right to alter, modify, adapt or change and use any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors shall be handed over to the uMngeni Local Municipality on completion of any assignment or project. The Consultant/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the uMngeni Local Municipality”
F.2.5.	Reference Documents
	The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledgement of Addenda

The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.

F 2.7 Clarification Meeting

A compulsory clarification meeting is scheduled to be held as follows;

Date:

Starting time:

Location:

website: (www.uMngeni.gov.za)

F 2.8 Seek Clarification

In case the tenderer seek clarification regarding tender document, the tenderer is requested to do so in writing at least 3 working days before tender closure.

F 2.11 Alterations to the Tender Documents

The Tenderer must take note of the following;

- a) "No alterations, additions and reductions must be made to the tender document issued by the employer.
- b) The tender document issued by the employer must not be unbounded or unbundled and other documents which were not part of the tender document added.
- c) All additional documents not requested by the employer and the tenderer deem necessary that they might be important, they must be placed in a separate enveloped and be clearly marked "Optional Additional Documents"
- d) All signatories to the tender offer shall initial all such alterations.
- e) Erasures and the use of masking fluid are prohibited.
- f) The tender document must be completed with *Black Ink*

F 2.12 Alternative tender offer

No alternative tender offers will be considered or accepted.

F 2.13 Submitting tender offer**F.2.13.1 Only Tender offer communicated on paper shall be submitted as an original.**

All tender documents must be completed in *black ink* and in case a mistake or error is made by the tenderer, a diagonal line must be drawn across the error or mistake and an authorised full signature and date be attached next to error or mistake

- F.2.13.2 Return all three Volumes documents banded together after completing them entirely in a sealed envelope together with the requested attachments.

All attachments required and requested must be ring banded together separately and submitted as such together with the tender documents clearly marked "TENDER: UMN 31/2023-24"

- F.2.13.4 Tender and contract documents must be signed by a person duly Authorised to do so.

F 2.15 Closing Time

The closing time for submission of tender offers is at and will be opened in public at the same time.

Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.

F 2.16 Tender Offer Validity

The Tender offer validity period is 90 calendar days from the tender closure date.

F 2.17 Tender clarification after submission

A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the EPWP eligibility requirements.

- F2.20 The employer will request the tenderer to submit for the employer's acceptance before formation of the contract, all Professional indemnities, securities, Bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.3.2 Addenda to tender

Tenderers are requested to comply with all addendum issued by the employer within the period stipulated in those addenda.

- F.3.3 Late tenders

No late tender will be received; the employer will return all tenders received after closing time unopened.

- F.3.8 The Tenderer is required to submit with these tender forms under VOLUME 2: SECTION A: FORMS TO BE COMPLETED FOR EVALUATION AND COMPLIANCE PURPOSES.

THESE FORMS MAY CARRY AUTOMATIC DIQUALIFICATION IF NOT FULLY COMPLETED BY THE TENDERER

F 3.11.1 Evaluation Of Tenders

Evaluation of tender offers will be conducted in accordance with Supply Chain Management Policy of uMngeni Local Municipality.

F.3.11.5 Evaluation Quality Based Selection which entails technical proposal only

The following steps will be followed during evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of functionality of tenderers.
4. Determination of the reasonableness of tender offers.
5. Performance of risk analysis by checking the credit record of the tenderers.

Clause

Tender Data

Evaluation of Tenders will be conducted in the following three stages as follows;

(a) Stage 1: Compliance

This stage determines on whether or not Tenders received are compliant and responsive

(b) Stage 2: Functionality

Secondly, the assessment of functionality will be done in terms of the functionality evaluation criteria and the minimum threshold be set at 70 points. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and functionality points will be allocated as follows;

No	Description	Total Points allocated	
		No Required	
1.	Proof of Company experience (provide a reference letter or completion certificate detailing works completed with office contact details)	No Required	20
1.1	Consultant must have completed • Geo-hydrological investigations (compulsory) – 3.5 points • Geotechnical investigations and analysis for landfill works – 3 points	1	6.5
1.2	Consultant must have completed • Landfill cell rehabilitation – 3.5 points • Landfill operations management – 3 points	1	6.5
1.3	Consultant must have completed • Landfill cell design – 4 points • Construction supervision – 3 points	1	7
2.	Key Experts (provide certificates and detailed CV with traceable landfill engineering experience)	No Required	35
2.1	ECSA Certified Civil Engineering Professional Experience post registration 0-3 years – 7.5 points 4-6 years – 10 points 7 or more years – 15 points	1	20
2.2.	EAPSA Certified (or equivalent) Environmental Scientist Experience post registration 0-3 years – 7.5 points 4-6 years – 10 points 7 or more years – 15 points	1	15
3.	Methodology and Work Plan	No Required	45
3.1	Methodology that clearly responds to all terms of reference Methodology not addressing project scope– 0 points Methodology addressing geotechnical, geological and geohydrological investigations, exploratory works, environmental assessment, etc. – 10 points Methodology addressing landfill cell design and capping – 15points Methodology addressing skills transfer– 10points	1	20

No	Description	Total Points allocated	
3.2	Workplan in a form of Gantt chart showing all activities within the period of 3 years Plan not covering all project scope – 0points Plan with all project scope over more than 3 year period - 5 Plan with all project scope within 3 year period (investigations and designs 1st year, procurement and start construction 2nd year, complete construction 3rd year) – 10points		10

F. 3.13 Acceptance of Tender Offers

The employer will accept the tender offer, if it is in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer;

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) Has the legal capacity to enter into the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

VOLUME 2: Returnable Documents and Schedules

- T2.1 List of Returnable documents
- T2.2 Returnable Documents

TENDERERS ARE REQUESTED TO RING BIND ALL ATTACHEMENTS REQUESTED IN THIS VOLUME AND SUBMIT THEM SEPERATELY BOUND TOGETHER WITH THIS VOLUME BY A RUBBER BAND.

THE ATTACHMENTS MUST BE ARRANGED IN THE SAME ORDER AS THE RETURNABLE SCHEDULE WITH A COVER PAGE FOLLOWED BY THE CONTENT PAGE AND EACH ATTACHEMENT MUST BE SEPERATED BY THE YELLOW PAGE CLEARLY INDICATING THE NAME OF THE FORM AND THE DESRIPTION OF THE ATTACHEMENT.

THE RING BINDED ATTACHEMENTS DOCUMENT MUST BE CLEARLY MARKED "**TENDER: UMN 31/2023-24 - PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY**"

T 2.1 List of Returnable Documents and Schedule

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T2.2 RETURNABLE DOCUMENTS

**SECTION A: FORMS TO BE COMPLETED FOR
EVALUATION AND COMPLIANCE PURPOSES AND MAY
CARRY AUTOMATIC DIQUALIFICATION IF NOT FULLY
COMPLETED.**

**UMNGENI LOCAL MUNICIPALITY
TENDER NO: UMN 31/2023-24**

1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	UMN 31/2023-24	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	☐ CODE		NUMBER	☐	
E-MAIL ADDRESS	☐				☐
VAT REGISTRATION NUMBER	☐	☐	☐	☐	☐
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT Yes No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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 No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES /WORKS OFFERED?		Yes No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER	 DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	M Mangwe	

CONTACT PERSON	Mr. Mbongeni Zuma	TELEPHONE NUMBER	033 239 9279
TELEPHONE NUMBER	033 239 8313	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	makhosi.mangwe@umngeni.gov.za
E-MAIL ADDRESS	Mbongeni.zuma@umngeni.gov.za		

2. PART B

3. TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN 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.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS	
SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

MBD 4

DECLARATION OF INTEREST

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 bid (includes a price quotation, advertised competitive bid, limited bid or proposal). 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number :
 - 2.5 Tax Reference Number :
 - 2.6 VAT Registration Number:
 - 2.6.1 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 3 below.
 "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) provincial legislature;
 - (d) 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.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3
ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF

CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture /
 - ☐ Consortium One-person
 - ☐ business/sole propriety Close
 - ☐ corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals

as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

MBD 8

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.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was Applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply With the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 **This Municipal Bidding Document (MBD) 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 *pe se* 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 MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.**
- 5 **In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:**

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

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

MBD 9

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
: (Name of Bidder)

- 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**

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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.

MBD 9

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

UMNGENI LOCAL MUNICIPALITY

TENDER NO:

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI
LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS:
TURNKEY

T2.2 RETURNABLE DOCUMENTS

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE
PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

FORM E: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for Tendering Entity shall confirm their authority to do so by attaching a duly signed and dated original or certified copy on the Company Letterhead of the relevant resolution of their members or their board of directors, as the case may be.

**TENDERERS ARE REQUESTED NOT TO COMPLETE THE PRO-FORMAS
BELOW**

1. PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr.....;

has been duly authorized to sign all documents in connection with the Tender for Contract
Number

..... and any Contract which may arise there from on behalf of

.....
(BLOCK CAPITALS) **Pro-Forma**

SIGNED ON BEHALF OF THE COMPANY :
IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY:

.....

...

AS WITNESSES: 1.

2.

2. PRO-FORMA FOR JOINT VENTURES:

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise **Mr/Ms** authorised signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Member 1: CIDB Reg No:	Pro-Forma	Signature: Name: Designation:
Member 2: CIDB Reg No:		Signature: Name: Designation:
Member 3: CIDB Reg No:		Signature: Name: Designation:
Member 4:		

..... CIDB Reg No:		Signature: Name: Designation:
---	--	--

Name of Tenderer :**Date:**

Signature :**Position:**

Full name of signatory:

.....

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

T2.2 RETURNABLE DOCUMENTS

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE
PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

FORM G: MUNICIPAL ACCOUNT OR LEASE AGREEMENT

- a) Tenderers are required to submit a municipal account bearing the Tenderer's Entity's as well as that in the directors name as proof of payment of municipal services which is not older than 3 months at tender closure date (and in case of a lease agreement should not have expired).
- b) For Joint Ventures, Tenderers are requested to submit Municipal Statement Account for each member of the JV and conditions of Lease agreement are stipulated below (c)
- c) Conditions for Lease agreement;
 - (i) In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - (ii) The Same Lessor's Company name and the must appear on both the Lease Agreement and Municipal Statement Account.
 - (iii) The Lessee's Entity name must appear on the Lease Agreement.

Name of Tenderer:Date:
.....

Signature : Full name of

signatory:.....

SECTION B: OTHER RETURNABLE
DOCUMENTS REQUIRED FOR EVALUATION
AND SCORING PURPOSES

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

**PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI
LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS:
TURNKEY**

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

**PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNENI LOCAL MUNICIPALITY LANDFILL
SITES FOR A PERIOD OF 3 YEARS: TURNKEY**

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING PURPOSES

**FORM B: SCHEDULE OF PROPOSED PERSONELL (CVs and
qualifications must be attached)**

TENDER:

No	Description	Name of the project and scope	Organization Contact details (client name, physical address, email address, contact number and contact person)	Contract period (attach completion certificate / signed reference letter)
1	Proof of work experience			
1.1	Completed geotechnical, geological and geohydrological investigations and analysis			
1.2	Completed exploratory works, cell rehabilitation or landfill management works			
1.3	Completed landfill cell design and construction supervision			

No	Description	Name and Surname	Name of Professional Body	Professional Registration Number	Total number of years' experience
2.	Key Staff				
2.2	Professional Civil Engineer (BSc / BEng / BTech Eng) and strictly landfill site related engineering experience				
2.3.	Professional Environmental Scientist and strictly landfill site experience				

TENDER:

Tenderers are requested to attach brief 2 page CV's, Proof of Professional Registration for 1.1: Professionally Registered Engineer or Technologist and Proof of Qualification for all the staff referred to above.

No	Description	Owned or leased (attach proof)	Plant lifespan	Registration Number	Wet Rate / hour
3	Plant				
3.1	ADT. Tipper Truck				
3.2	Landfill Compactor				
3.3	Grader				
3.4	Dozer				
3.5	Excavator				
3.6	Padfoot Roller				

TENDER:

Name of Tenderer:.....

Date:

Signature.....**Position:**

Full name of signatory:

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING PURPOSES

FORM C: INFRASTRUCTURE AND TECHNOLOGY

As part of Functionality Requirements, Tenderers must demonstrate their functional ability to carry out this assignment successfully by completing the following table;

Evaluation Criteria	Minimum Required	Points obtainable	Points Claimed
Proof of Company experience	Completed Geo-hydrological investigations (compulsory)	3.5	
	Completed geotechnical investigations and analysis for landfill engineering works	3	
	Completed Landfill cell rehabilitation	3.5	
	Landfill cell operations and management	3	
	Completed landfill cell design	4	
	Completed / undertaken landfill cell construction supervision	3	
Sub-Total		20	
	Professional Civil Engineer	20	

Evaluation Criteria	Minimum Required	Points obtainable	Points Claimed
Key Expects	Professional Environmental Scientists / specialist	15	
Sub-Total		35	
Methodology	Geotechnical, geological and geohydrological investigations, exploratory works, environmental assessment, etc	10	
	Landfill cell design and capping	15	
	Work plan	10	
	Skills transfer	10	
Sub-Total		45	
	Total Points	100	

Name of Tenderer :

Date:

SignaturePosition:Full name of
signatory:

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

**PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI
LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS:
TURNKEY**

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING PURPOSES

**FORM D: PROFESSIONAL
ASSOCIATIONS/BODIES**

Tenderers are requested to indicate that they are registered with professional body as a firm by completing the following table;

No	Name of the professional body	Date of Registration
1		
2		
3		
4		
5		
6		
7		
8		

Attach Proof of membership of your Entity with Professional Bodies

(Kindly take note not attach membership of individuals within the employ or ownership of your Entity)

Name of Tenderer :

Date:

Signature :.....Position: Full name

of signatory:

uMNGENI LOCAL MUNICIPALITY



BID NO: UMN 31/2023-24

**PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI
LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS:
TURNKEY**
FORM E: PROFESSIONAL INDEMNITY

Tenderers are requested to provide professional indemnity insurance from an accredited and registered financial institution for evaluation purposes and to be included in the contract by completing the table below;

Description	Name of the Institution	Amount in Rands	Expiry date

Tenderers must also attach proof of professional indemnity

Name of Tenderer:Date:

Signature:

Full name of signatory:

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY**FORM G: TRACK RECORD, EXPERIENCE AND UNDERSTANDING MUNICIPAL ENVIRONMENT****1. Years of Experience***Tenderers must indicate the total number of years of experience in a Municipal Environment by completion the table below;*

Description	Number of years
Total Number of Years' experience as a firm in a Municipal Environment	

2. Completed Projects*Tenderers are requested to provide 5 projects previously involved with in a municipal environment by completing the table below (completion certificates must be attached)*

No	Name and Description of the Project	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							

3.							
----	--	--	--	--	--	--	--

No	Name and Description of the Project	Value in Rands R'000	Date		Employee		
			Assigned	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
4.							
5.							

Tenderers are requested to attach copies of completion certificates or appointment letter or any proof of technical reports, business plans compiled or any document to proof they executed that project.

Name of Tenderer :Date:

..... Full name of signatory:.....

Signature :Position:

SECTION C: OTHER RETURNABLES REQUIRED FOR EVALUATION PURPOSES

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: SCHEDULE OF PROPOSED SUB-CONSULTANTS

Tenderers are requested to Provide Name of Proposed sub-consultants to be used on this assignment and the nature of work

No	Name of sub-consultant	Nature and type of Work
1		Topographical Survey
2		Geotechnical Investigation
3		EIA
4		Geological and Geo-hydrological Investigations
5		Other: Name;
6		Other: Name;
7		Other: Name;
8		Other: Name;
9		Other: Name;
10		Other: Name;
11		Other: Name;
12		Other: Name;

Name of Tenderer :Date:

Signature :Position: Full

name of signatory:

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY**T2.2 RETURNABLE DOCUMENTS****RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES****FORM B: RECORD OF ADDENDA TO TENDER**

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer:Date:

Signature :Position: Full

name of signatory:

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY**VOLUME 3: The Contract**

VOLUME	CONTENT S		
	Number	Heading	Colour
Volume 3	The Contract		
	Part C 1	Agreement and Contract Data	
	C 1.1	Contract Data	White
	Part C 2	Scope of Work	
	C 2.1	Scope of Work	White
	C 2.2	Project Specifications	White
	C 2.3	Health and Safety Specifications	White
	C 2.4	Labour Intensive Specifications	White
	Part C 3	Site Information	
	C 3.1	Site Information	White

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

VOLUME 3: The Contract

Part C1 **Agreement and Contract Data**

C 1.1 **Contract Data**

C 1.2 **Supply Chain Management
Policy**

uMNGENI LOCAL MUNICIPALITY

BID NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY**4. C 1.1 CONTRACT DATA**

The General Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board and this document is not bounded in this tender and is available free of charge from the CIDB website www.cidb.co.za

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

PART 1: DATA PROVIDED BY THE EMPLOYER

CLAUSE	DATA				
3.4	The Employer is uMngeni Local Municipality; <table border="0"> <tr> <td data-bbox="395 1088 730 1122">PHYSICAL ADDRESS:</td><td data-bbox="1118 1088 1401 1122">POSTAL ADDRESS:</td></tr> <tr> <td data-bbox="395 1167 794 1267">Cnr Somme & Dicks street Howick 3290</td><td data-bbox="1066 1167 1230 1267">P.O BOX 5 Howick 3290</td></tr> </table>	PHYSICAL ADDRESS:	POSTAL ADDRESS:	Cnr Somme & Dicks street Howick 3290	P.O BOX 5 Howick 3290
PHYSICAL ADDRESS:	POSTAL ADDRESS:				
Cnr Somme & Dicks street Howick 3290	P.O BOX 5 Howick 3290				

CLAUSE	DATA				
4.3.2.	The authorized and designated representative of the Employer is: Name: Ms M Mangwe The address for receipt of communications is: <table border="1" data-bbox="392 495 1206 784"> <tr> <th data-bbox="392 495 844 546">Physical Address;</th><th data-bbox="844 495 1206 546">Postal Address;</th></tr> <tr> <td data-bbox="392 546 844 784"> 13 Campbell road Howick 3290 </td><td data-bbox="844 546 1206 784"> PO BOX 5 Howick 3290 </td></tr> </table>	Physical Address;	Postal Address;	13 Campbell road Howick 3290	PO BOX 5 Howick 3290
Physical Address;	Postal Address;				
13 Campbell road Howick 3290	PO BOX 5 Howick 3290				
1 1	PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY				
3.5	The location for the performance of this assignment or project is the area of jurisdiction of uMngeni Local Municipality and locations to be advised by the Municipal Manager or His Nomine				

CLAUSE	DATA
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2.	The time-based fees used to determine changes to the Contract Price are negotiable between the employer and the Professional Service Provider.
3.11	The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
3.12	The penalty payable is to be determined in the Service level agreement per calendar day.
3.15.1	The project programme shall be submitted when required by the employer.
3.15.2.	The Service Provider shall update the programme at intervals not exceeding 4 weeks after the appointment to a specific project.
4.3.1(d)	The Employer is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide professional indemnity cover equivalent to the value of the project.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: (a) The issuing of Variation Orders. (b) Rulings, in terms of Clause 48(5) on claims submitted by the Contractor, with the exception of claims relating to Clause 42.3.2 (Abnormal weather conditions) (c) Rulings, in terms of Clause 57 (Disagreements) and Clause 58 (Disputes). The clauses in (b) and (c) above refer to clauses in the General Conditions of Contract for Construction Works, First Edition (2004) as amended, which conditions of contract shall govern the Contract between the Employer and the Contractor.

CLAUSE	DATA
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 by completing Form B: Proposed Personnel Schedule found in Volume 2 of this document.
8.1	The Service Provider is to commence the performance of the Services within one <i>day</i> of the date of an appointment to a specific project
8.2.1	(a) This contract will be concluded when 36 months expire after the date of notification to the service provider by the employer into the panel of consultants. (b) For a specific project the Contract is concluded when the certificate of final approval for construction works is issued and approved by the employer
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 2 month.
9.1	<i>“uMngeni Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the uMngeni Local Municipality. Such patents or copyrights are not limited to any particular area or country and the uMngeni Local Municipality reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the Consultants/Contractors shall be handed over to the uMngeni Local Municipality on completion of the project. The Consultant/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the uMngeni Local Municipality”</i>
11.1.	A service provider may only sub-consult minor works upon the approval of the employer.
12.1	Interim settlement of disputes is to be by mediation/adjudication
12.2	Final settlement is by arbitration/litigation
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of South African Institution of Civil Engineering
12.3.3	The provisions of 12.3 do not apply to this Contract

CLAUSE	DATA
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the South African Institution of Civil Engineering
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R 8 000 000.00
13.6	The provisions of 13.6 do not apply to this Contract
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

Part 2: Data provided by the Service Provider (Tenderer)

Clause	Data
1.	The Name of Service Provider is: Physical Address: Postal Address: Tel: Fax:
1.	The Period of Performance is

5.3.	The authorized and designed representative of the Service Provider is: Name: The address for receipt of communications is; Physical Address: Postal Address: Tel: Fax:
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7.1.2 The Key Persons and their functions in relation to this

No	Name and Surname	Specific Function
1		
2		
3		
4		
5		
6		
7		

UMNGENI LOCAL MUNICIPALITY

TENDER NO: UMN 31/2023-24

PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

5. C1.2 SUPPLY CHAIN MANAGEMENT POLICY
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This document is available from the uMngeni Local Municipality's Website;

www.uMngeni.gov.za

UMNGENI LOCAL MUNICIPALITY

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PROVISION OF ENGINEERING CONSULTANCY SERVICE FOR UMNGENI LOCAL MUNICIPALITY LANDFILL SITES FOR A PERIOD OF 3 YEARS: TURNKEY

VOLUME 3: The Contract

Part C 3 Site Information

The Appointed Professional Service Provider will carry all assignments within the area of Jurisdiction of uMngeni Local Municipality and in areas to be determined by the Municipal Manager from time to time.

C.2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

- a) These pricing instructions provide the Tenderer with guidelines and requirements regarding the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been considered by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	The number of units for each item.
Rate	The payment per unit of work at which the tenderer tenders to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

- d) The quantities set out in the Pricing Schedule are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Pricing Schedule, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- e) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the Scope of Works. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Also, it shall include incidental to providing services, including appointment and payment of subcontractors. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- f) A rate is to be entered against each item in the Pricing Schedule, whether the quantities are stated or not. An item against which no rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Pricing Schedule and valued at a rate of nil. The rate of nil shall be valid irrespective of any change in the quantities during the execution of the

Contract.

- g) Tendered time-base fees (where the unit is measured in time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (applicable) tendered in the Pricing Schedule shall be final and binding and shall “not” be subjected to any variation throughout the contract period. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the service provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowances for annual increase.
- h) Provision of time-based services which fall beyond the scope of normal services as described in the scope of works has been made in the Pricing Schedule. In respect of engineering and landscape architectural services, this provision is for service provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
- i) The categories of persons (A, B, C, D) in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees FOR Persons Registered in terms of the Engineering Professional Act, 2000 (Board Notice 151 of 2014). A higher category person undertaking lower category works will be reimbursed, in respect of time-based fees, at the lower category rate.
- j) Where a provisional sum has provided in respect of other professional services, the services provider shall, when called upon to do so by the Employer, submit a proposal in respect of such services to the employer for approval. The Service Provider is not entitled to claim the full provision in this regard but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of the Works, which may be accepted, or rejected, as the sole discretion of then Employer.
- k) Where provisional sums are provided in respect of services, etc., these amounts may be omitted on part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000.00 (VAT inclusive) in value, the Service Provider will typically be required do not exceeded R300 000.00 (VAT inclusive) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Bill of Quantity.
- l) Tenderers are to note that only those recoverable expenses listed in the Bill of Quantity will be reimbursed to the service provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and /or tender documents) communications or computer hardware and/or software will be made, and these costs will be deemed to be included in the rates, sums, percentage fees and prices for normal and additional services rendered.
- m) Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as

specified or requested by the Employer. And all drafts shall be for the Service Provider's account.

- n) Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40km.
- o) The per kilometer rate for the reimbursement of travel expenses shall be limited to the Employer's travel rate allowances as adjusted from time to time.
- p) Tenderers are to note that the planning for this contract is based on a **three (3) year** budget which is subject to change. The employer's intention following this contract is to seek a 3-year appointment as a Turnkey Consultant but this will be subjected to the Section 33 process of the MFMA. While the employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate the contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharges in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
- q) Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
- r) The following list shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:
 - 10% of the contract price shall be paid on contract signing upon submission acceptance by the client of an inception report.
 - 20% of the contract price shall be paid on submission and acceptance by the client of the exploratory works and investigation reports
 - 20% of the contract price shall be paid on submission and acceptance by the client of the preliminary design report
 - 20% of the contract price shall be paid on submission and acceptance by the client of the draft final report and draft tender documents and drawings;
 - 20% of the contract price shall be paid on submission and acceptance by the client of the final design report, final tender documents and drawings.
 - 10 % of the contract price shall be paid on submission and acceptance by the client of the final tender evaluation report and EDTEA compliance clearance.

C2.2: PRICING SCHEDULE

SECTION 1: ENGINEERING SERVICES - PLANNING, STUDIES, INVESTIGATIONS & ASSESMENTS						
Item No	Payment Ref #	Description	Unit	Quantity	Rate	Amount
1.		ENGINEERING AND ENVIRONMENTAL SERVICES				
		As per the Objectives of the scope of works				
1.1	C3.3 (a-g, q-s)	Initial Review, Environmental assessment, exploratory works, investigations, production of Master plan and airspace modelling	Sum	-	-	
1.2	C3.3 (h)	Existing cell rehabilitation	Sum	-	-	
	C3.3 (j-k, p)	Design landfill infrastructure	Sum	-	-	
	C3.3 (k)	Construction / installation of landfill infrastructure	Sum	-	-	
1.1	C3.3 (l-m)	Procurement of a Contractor	Sum	-	-	
SECTION 1: TOTAL TO SUMMARY						

SECTION 2: BASIC FEE FOR NORMAL SERVICES							
Item No	Payment Ref #	Description	Unit	Contract Value (CV)	Tendered Percentage %Fee	Quantity (Q)	Amount (%Fee x CV x Q)
BASIC FEE FOR NORMAL SERVICES							
		Providing Engineering Services as described in the Scope of Work in respect of:					
	C3.3 (o)	Construction Supervision					
2.1		Contract Value up to R3million				1	
2.2		R3million Contract value R10million				1	
2.3		R11million Contract value R30million				1	
2.4		R31million Contract value R60million				1	
2.5		Contract value above R60million				1	
SECTION 2: TOTAL TO SUMMARY							

SECTION 3: PROVISION OF TIME-BASED ENGINEERING SERVICES
--

Item No	Payment Ref #	Description	Unit	Quantity	Rate	Amount
PROVISION OF TIME-BASED ENGINEERING SERVICES						
		Provision of time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the scope of work				
3.1		Category A Staff	hr	80		
3.2		Category B Staff	hr	80		
3.3		Category C Staff	hr	40		
3.4		Category D Staff	hr	40		
SECTION 3: TOTAL TO SUMMARY						

SECTION 4: ADDITIONAL SERVICES						
Item No	Payment Ref #	Description	Unit	Quantity	Rate	Amount
ADDITIONAL SERVICES						
4.1		Making arrangements for way leaves, servitudes or expropriation	No.	2		
4.2		Engineering Management Services	hr	30		
4.3		Construction Monitoring - Level 2 (Part Time)	hr	2000		
4.4		Construction Monitoring - Level 3 (Full Time)	Month	24		
SECTION 4: TOTAL TO SUMMARY						

SECTION 5: RECOVERABLE EXPENSES						
Item No	Payment Ref#	Description	Unit	Quantity	Rate	Amount
RECOVERABLE EXPENSES						
5.1		Printing, Copying and Binding	Prov Sum			R20 000,00
5.2		Overheads. Charges & profit on item above	%		R20 000,00	
5.3		Travel Disbursement	Prov Sum			R200 000,00
5.4		Specialist Services	Prov Sum			R500 000,00
		Overheads. Charges & profit on item above	%		R500 000,00	
		Miscellaneous Costs incurred on behalf of and with Employers Approval	Prov Sum			R30 000,00
		Overheads. Charges & profit on item above	%		R30 000,00	
SECTION 5: TOTAL TO SUMMARY						
SECTION 6: PLANT PROVISION						

Item No	Payment Ref #	Description	Unit	Quantity	Rate	Amount
For existing cell and roads rehabilitation						
6.1		Grader	hr	40		
6.2		Bakkie	hr	80		
6.3		Landfill Compactor	hr	40		
6.4		Excavator	hr	80		
6.5		TLB	hr	20		
6.6		Dozer	hr	20		
6.7		Padfoot Roller	hr	10		
6.8		ADT	hr	40		
6.9		Tipper Truck	hr	30		
SECTION 6: TOTAL TO SUMMARY						

SUMMARY OF BILL OF QUANTITIES			Amount
SECTION		DESCRIPTION	
1		ENGINEERING AND ENVIRONMENTAL SERVICES	
2		BASIC FEE FOR NORMAL SERVICES	
3		PROVISION OF TIME-BASED ENGINEERING SERVICES	
4		ADDITIONAL SERVICES	
5		RECOVERABLE EXPENSES	
6		PLANT PROVISION	
SUB-TOTAL SECTIONS PART 1 - PART 6			
ADD 15% VAT			
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE			

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PART C 2 Scope of Works

C 2.1. Terms of Reference

C 2.3 Health and Safety

**Specifications C2.4. Labour Intensive
Specifications**

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C 3 SCOPE OF WORK

C 3.1 Background Information

UMngeni Local Municipality (ULM) is within the uMgungundlovu District Municipality and is responsible for the provision of several services to the communities within this area of jurisdiction. As part of protecting the public and environment from any potential threats of deterioration, the municipality constructed engineered lined landfill cells in Curry's Post Landfill Site to dispose of general domestic and commercial solid waste from its communities. The municipality also has a closed landfill site in Hilton which is in the process of decommissioning.

The Curry's Post Landfill Site comprises of three (3) engineered lined landfill cells (see Figure 1). A leachate collection system within the cells transfer leachate into four (4) lined holding ponds at the lower end of the site. Solid waste is brought by municipal waste collection trucks and private vehicles. The municipality has categorized its solid waste and is recorded at the weighbridge by the cashiers. Any waste categorized under hazardous waste is not permitted into the landfill site.

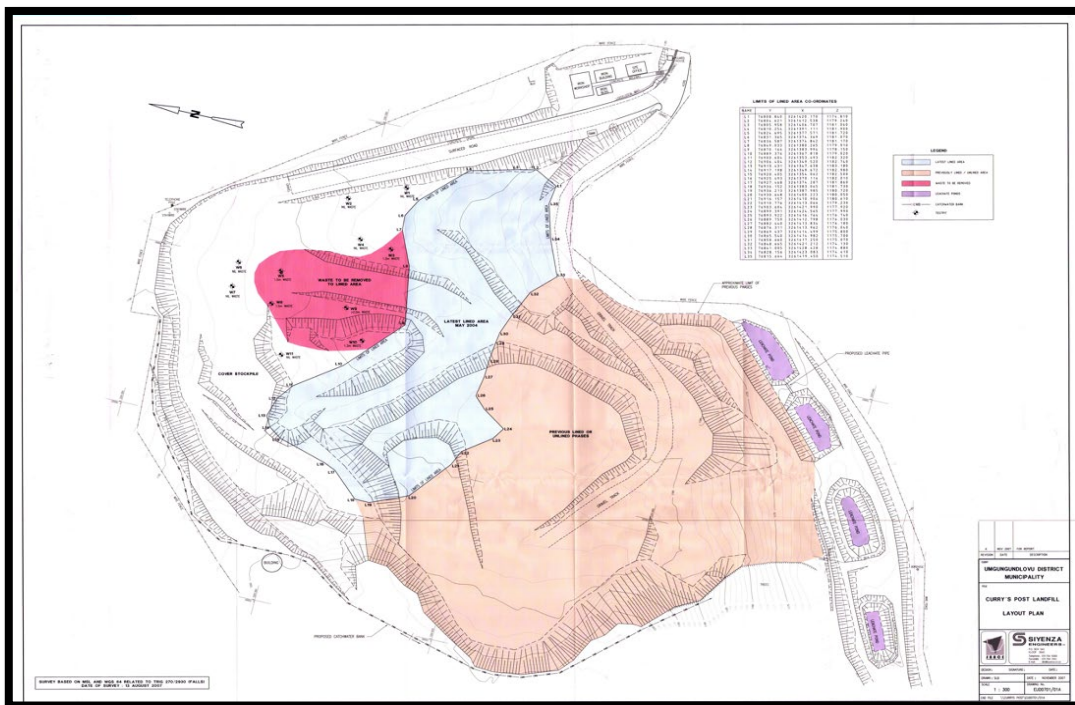


Figure1: Curry's Post Landfill Site Existing Cells and leachate ponds

The Curry's Post landfill site has been operating for more than 20 years and visual indications are that the existing cells have overextended their capacity. During its operational period many challenges were encountered including skilled staff turnover and change of management which affected the landfill as this may have resulted to discontinuity of several compliance activities.

One of the examples being external berms including anchor beam are not visible and external slopes have risen steeply, in some areas almost vertically. Also, the perimeters of the site are not fence which resulted in intrusion of thieves that continuously steal leachate pond HDPE membrane liner and other valuables onsite. Consequently, the Department of Economic Development, Tourism and Environmental Affairs (DEATEA) has issued a final notice to the municipality in terms of section 31L of the National Environmental Management Act, 1998 (Act no.107 of 1998) in respect of the non-compliance with the conditions of the waste management license for the Curry's Post Landfill Site reviewed in terms of section 53 (1) and issued in terms of section 49(1) of National Environmental Management Act: Waste Act, 2008 (Act no. 59 of 2008).

Hilton Landfill Site is currently not accepting any waste and is in the process of decommissioning. The DEATEA requires information that provides the quality status of the ground water, which will then inform capping requirements.

C3.2 Aim(s) of the Project

The main aim of the project is to source professional services of an Engineering Consultant to conduct investigations on the existing Curry's Post Landfill Site, plan, design including preparation of cost estimates and Bills of Quantities as well as to supervise construction of a new landfill cell.

C3.3 Specific Objectives of the Project

- a) The successful appointed professional service provider will be required to provide turnkey solutions to the following activities but not limited to:
- b) Conduct landfill engineering exploratory works geological, geohydrological, geotechnical and landfill engineering exploratory works (i.e., slopes stability, physical footprint of the liner, manholes, etc.)
- c) Determine the remaining capacity of the existing cell i.e. the total airspace available for waste disposal.
- d) Conduct ESIA to include the new cell and capping of the existing cells in both Curry's Post and Hilton landfill sites
- e) Analyze previous design considerations, operational techniques, condition of the existing leachate and stormwater drainage systems as well as ground water monitoring protocols and results.
- f) Develop a master plan covering the whole footprint of the Curry's Post Landfill Site to address future landfill expansion (to include protection of wetlands, recycling, etc.)
- g) Develop a landfill site manual and integrated management procedures to address landfill site environmental issues.
- h) Plan and supervise rehabilitation of the existing landfill site (construction of a stability berm and beam, correct slopes, cover waste with soil onsite, install new leachate collection system, repair ponds, construct a trapezoidal drain, cut trees, etc.).
- i) Design a new landfill cell and leachate pond for Curry's Post Landfill site
- j) Design capping for both the Hilton and Curry's Post Landfill Sites
- k) Design and cost 2 weighbridges and related landfill structures (i.e., weighbridge house, wash bays, offices, ablutions, etc.)
- l) Prepare a Bill of Quantity, detailed specifications, and special conditions of contract for construction of a new cell and ponds.
- m) Prepare confidential cost estimates and procurement document for the proposed works

- n) Provide plant and equipment for cell rehabilitation (i.e., Excavator, ADT / Tipper truck, etc.) in case municipal plant becomes unavailable.
- o) Supervise for construction and rehabilitation works.
- p) Design and supervise installation of gas collection pipes along landfill cell berm and a gas flaring system.
- q) Identify pockets of land suitable for landfill within the uMngeni municipality boundaries
- r) Assist the municipality with sourcing waste management funding provincially, nationally, and internationally (i.e., new cell construction, resource recovery projects, etc.)
- s) Assist the municipality with public participation activities required

GENERAL:

- a) All works are to be conducted in line with the existing Landfill Site policy, national legislation and subsidiary regulations.
- b) A responsive professional service provider to transfer skills and knowledge to landfill officials to be provided by the municipality.
- c) The municipality may attach engineers, technicians and / or technologist for Professional registration experience.

C 3.4 Scope of Services, Tasks (Components) and Expected Deliverables

- 1. Environmental Compliance Clearance
- 2. Landfill site Master Plan
- 3. 2D and 3D drawings of the existing cell versus expected landfill platforms
- 4. Detailed new cell design and related structures (leachate pond, access roads, stormwater, buildings, wash bay, etc.) drawings and reports
- 5. Landfill manual and Integrated Management Procedures
- 6. Geological, geotechnical and geohydrological report
- 7. Environmental report
- 8. Leachate management report and efficient systems
- 9. Landfill gas management report and structures.
- 10. Completed funding applications.
- 11. Progress reports
- 12. Signed skills / knowledge transfer report / certificate / reference letter

The scope of services will be subjected Guideline Scope of Services and Tariff of fees for registered persons in respect to relevant professional bodies for e.g.

Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 46 of 2000

The appointed professional service provider will be expected to provide professional services as and when required for a period of 36 months

C 3.5 Expected Outcome

- a. Complaint landfill site with legislations and subsidiary regulations, and generates revenue
- b. A model facility in terms of circular economy in the KZN region

C 3.6 Consultant's Reporting Obligations

The consultant shall;

- Submit an inception report: 5 hard copies and 2 electronic copies on CD's of the report within two weeks of commencement of services, showing that the consultant has understood the client's requirements and the client is agreeable to the proposed approach and methodology to undertake the assignment.
- On approval of inception report submit a Preliminary Design report (5 hard copies and 2 electronic copies on CD's) incorporating the findings of the exploratory works, geotechnical, geological, geo-hydrological and surveys, analyses and conclusions, EISA, master plan, cost estimates, and proposals for the detailed design, shall be submitted to the Council not later than 5 months after instruction to commence the services.
- On approval of Preliminary Design and upon completion of the design, submit Draft Final Report tender documents and drawings for the clients review and approval) five hard copies and 2 electronic copies on CD's of the draft final report summarizing all work performed, the findings and recommendation of the consultant, including analyses and design calculations, draft tender documents and confidential cost estimates shall be submitted to the Council for comments not later than three months after instruction to commence the services.
- On approval of draft tender documents and drawings, submit revised and final tender documents and drawings to allow invitation of construction tenders, five hard copies and 3 electronic copies on CD's of the final report, confidential cost estimate and tender documents incorporating comments by the Council on the draft final report shall be submitted not later than four months after instruction to commence the services.

Note: The consultant shall present the preliminary report and draft final report to the Council at meetings to be arranged in consultation with the Council.

Tender Evaluation Report - The report on the evaluation of tenders submitted for the works contracts will be submitted within two weeks from the day of the order to commence. The report will provide clear, substantiated, recommendations for the award of contracts for all contracts. The report will be submitted in ten copies to the Council for contracting purposes.

C 3.7 Team Composition & Qualification Requirements for the Key Experts

It is anticipated that the following key staff will be required for the successful completion of the services;

- An ECSA certified (or equivalent) Professional Environmental Engineer - must have a Civil engineering degree qualification and at least fifteen years working experience, with at least 5 years on landfill infrastructure design and project management experience. The Engineer shall be responsible for overall coordination of the assignment and for the timely commencement and completion, dissemination of the outputs to council and timely reporting of progress to Council.
- An EAPSA certified (or equivalent) Environmental Specialist / Scientist: qualified with a bachelor's degree and with 5 years' experience in carrying out environmental impact

assessments on leachate and solid waste projects, in particular landfills.

Consultants will be evaluated on the above key personnel and should also attach detailed CVs, academic and professional certificates.

C 3.8 Plant and Equipment Required for Rehabilitation

- Articulated Dump Truck / Tipper Truck
- Excavator
- Bakkie
- TLB
- Dozer
- Landfill Compactor
- Grader
- Padfoot Roller

C 3.9 Obligations of the Client

The Client will;

- Assist the Consultant in obtaining licenses and permits needed to carry out the services, if required.
- Undertake negotiations to acquire access to sites required for the purpose of the assignment
- Where available, provide relevant project data i.e. reports, as built drawings etc.
- Make available Council staff and plant to assist the Consultant, where necessary.
- Liaise with the Council, communities/property owners, and utilities where required.

C 3.10 Obligations of the Consultant

- The Consultant shall perform the services specified in the “Terms of Reference” under “Scope of Services,”
- The Consultant shall provide the personnel listed under “Key Experts” and other deemed necessary, to perform the Services.
- The Consultant shall submit to the Client the reports in the form and within agreed time periods specified under “Consultant’s Reporting Obligations.”

C. 3.11 Location of the Works

The Appointed Professional Service Provider will carry all assignments within the area of Jurisdiction of uMngeni Local Municipality and in areas to be determined by the Municipal Manager.

C 3.12 End of Services.

The services shall be deemed complete when;

- The services scheduled in these TOR’s have been provided.
- The final report has been accepted, in writing, by Council.

UMNGENI LOCAL MUNICIPALITY

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C 3.3

HEALTH AND SAFETY SPECIFICATIONS

The health and safety specifications is in accordance with OSH ACT 93 of 1993 and construction regulations.

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C 3.4 LABOUR INTENSIVE SPECIFICATIONS

The person responsible for the design and documentation of the labour intensive works, must have completed, or be registered on a skills programme for, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies".

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5 unit standard
"Manage Labour Intensive Construction Projects".