

# THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT  
MRS D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200  
Telephone No. 033 – 392 2597

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-  
FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A  
PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD  
LANDFILL SITE**

Tenderer's Name:																	
Postal Address:																	
Tel. No.									Cell. No.								
Contact Person:																	
E Mail Address:																	
CSD NUMBER : MAAA									B-BBEE STATUS LEVEL								

**Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “Contract No. SCM 8R OF 23/24 and the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than 12h00 on Thursday, 4 April 2024 when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
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11.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
11.2	The tender closes at <b>12h00 on 04 April 2024</b> , at the Pietermaritzburg City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201.	

**THE MSUNDUZI MUNICIPALITY**

**TENDER SUBMISSION CHECKLIST**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

<b>No.</b>	<b>Description</b>	<b>Tenderer to Tick (✓)</b>	<b>For Official Use Only</b>	
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
2	Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		<b>D</b>	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?		<b>D</b>	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		<b>D</b>	
7	Has the "Tender Form" been completed and signed?		<b>D</b>	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
9	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		<b>D</b>	
10	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		<b>D</b>	

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**TENDER NOTICE**

Tenders are hereby invited for proposals call to undertake the preparation of a Pre-Feasibility and Feasibility study towards the development of a pilot Waste-to-Energy plant in the New England Road Landfill Site.

Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender Publication Portal on [www.etenders.gov.za](http://www.etenders.gov.za).

Tender documents shall be available from the Supply Chain Management Unit Offices, 5<sup>th</sup> Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, from **12h00 on Thursday, 29 February 2024**, at a non-refundable tender deposit fee of **R719.22 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Mthobisi (Senior Manager, Development Services) on direct Telephone No. 033 – 392 2600 or e-mail address [mthobisi.khumalo@msunduzi.gov.za](mailto:mthobisi.khumalo@msunduzi.gov.za)

For any procurement related enquiries, please contact Phiwe Mthlane (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2486 or e-mail address [phiwe.mthlane@msunduzi.gov.za](mailto:phiwe.mthlane@msunduzi.gov.za)

**Tenderers to submit both in hard and on a CD/USB Flash Drive contained in sealed envelopes and marked with “Contract No. SCM 8R OF 23/24 and the Contract Description and must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201, not later than 12h00 on Thursday, 04 April 2024, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.**

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria:** Tenderers shall be evaluated on a Two-Stage: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:

No	Functionality	Scoring	Method of Verification (by Municipality) Failure to submit any of the required documentation shall result in a disqualification
1	<b>COMPANY TEAM MEMBERS &amp; EXPERIENCE</b>		
1.1	The company (including subcontracting) are required to have relevant experience		Attach signed appointment letters

	<p>and expertise in conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant. Appointment letters &amp; Reference letters must be in respect of conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant:</p> <p>a) 7 to 10 appointment letters &amp; reference letters</p> <p>b) 3 to 6 appointment letters &amp; reference letters</p> <p>c) 2 appointment letters &amp; reference letters</p>	<p><b>10</b></p> <p><b>8</b></p> <p><b>5</b></p>	<p>&amp; reference letters in respect of services rendered to other municipalities/metro's or any government institution.</p>
<b>2</b>	<b>COMPANY TEAM MEMBERS</b>		
2.1	<p>Experience: conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant:</p> <p><b>Town Planner- Project Lead/Manager</b></p> <p><b>Environmental Specialist:</b></p> <p>a) 4 years of work experience or more</p> <p>b) 1- 3 years' work experience</p>	<p><b>5</b></p> <p><b>3</b></p>	<p>C.V with traceable references</p>
2.2	<p><b>Environmental Specialist:</b></p> <p>a) 4 years' work experience or more</p> <p>b) 1- 3 years' work experience</p>	<p><b>5</b></p> <p><b>3</b></p>	<p>C.V with traceable references</p>
2.3	<p>The company (including subcontracting) are required to have relevant experience and expertise in conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant. Appointment letters &amp; Reference letters must be in respect of conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant:</p> <p><b>Electrical Engineer</b></p> <p>a) 4 years' work experience or more</p> <p>b) 1- 3 years' work experience</p>	<p><b>5</b></p> <p><b>3</b></p>	<p>C.V with traceable references</p>

2.4	<b>GIS Specialist:</b> a) 4 years' work experience or more b) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
2.5	<b>Quantity Surveyor</b> a) 4 years' work experience or more b) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
	<b>Total Points for company team members</b>	<b>25</b>	
	<b>Total Points for Functionality</b>	<b>35</b>	
	<b>Threshold</b>	<b>71,4% = 25</b>	

The waste-to-energy plant project will be based on the 80/20 preferential point system. The specific goals will be scored as follows:

Specific Goals	Scoring	Verification
1. Preference Goal 1: Ownership-  <ul style="list-style-type: none"> <li>• Enterprise which is at least 51% black owned</li> <li>• Enterprise which is 30% - 50% black owned</li> <li>• Enterprise which is 10% - 29% black owned</li> </ul>	10  7  3	Full Central Supplier Database (CSD) Report
2. Preference Goal 2: Location- The promotion of enterprise located in Msunduzi	10	Full Central Supplier Database (CSD) Report
<b>Total</b>	<b>20</b>	

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**MR. L.H MAPHOLOBA (MUNICIPAL MANAGER)**

## THE MSUNDUZI MUNICIPALITY

### STANDARD CONDITIONS OF TENDER

#### 1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

#### 2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

#### 3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the City Hall,

Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

**4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

**5. IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

**6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission



(CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za) Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at [database@kzntreasury.gov.za](mailto:database@kzntreasury.gov.za).

**With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD.** Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 May 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**Failure to provide the above information shall render the tender to be disqualified.**

## **7. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Tenderers shall be required to submit, together with the tender document, a **valid original** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance

Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes: -

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**8. RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

**9. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards *may* be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

**10. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard

Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

**11. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

**12. DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

**13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

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

**14. MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

**15. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written

objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Tenderer shall be required to pay an appeal/objection fee in the amount of zero **point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

**16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein. Failure to do so shall result in no preference points being awarded to the tenderer and the Council shall not be held liable for any loss or damages in this regard. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Tenderers are required to submit, together with the tender document, proof or documentation required in terms of this tender to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

<b>Contract No.</b>	
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**17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
  - a) The Declaration of Interest Form;
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

**18. ADJUDICATION CRITERIA**

The tender shall be evaluated on a Two-Stage: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

**19. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## THE MSUNDUZI MUNICIPALITY

### LEGISLATION

#### **1.0 GENERAL**

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

#### **2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)**

- 2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -
  - a) the address of the premises on which such work will be carried out;
  - b) the nature of such work;
  - c) the date on which it is expected that such work will be commenced; and
  - d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

**3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

**4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

**5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

**6.0 THE INCOME TAX ACT (ACT 58 of 1962)**

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## **7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## **8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)**

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## **9.0 NON-COMPLIANCE**

9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.



## THE MSUNDUZI MUNICIPALITY

### DEFINITIONS

The following definitions apply: -

**"Council"** means The Msunduzi Municipality.

**"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

**"Service Provider/Consultant"** means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

**"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

**"Goods"** means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

**"The Tender"** means the written offer made by the Service Provider to the Council.

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

**"SARS"** means the South African Revenue Services.

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 22/23**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE SPECIFICATION**

**1. SCOPE OF WORKS AND DELIVERABLES**

The appointed service provider will be required to provide professional services towards the preparation of a Pre-Feasibility and Feasibility study for the establishment of a Waste-to-Energy plant.

The service provider is required to prepare a detailed pre-feasibility study to determine the possibility of launching a Waste to energy project that will enable the conversion of non-recyclable waste materials into usable heat, electricity, or fuel. If the pre-feasibility yields a positive result, a detailed feasibility study would need to be conducted. As such the pre – feasibility will be regarded as phase 1 and the feasibility study will be phase 2 of this project.

**Project Objectives:**

- Secure and promote the sustainable and developmental trajectory of the City.
- Sustainable generation of electricity through waste disposal.
- Reduction of Greenhouse gas emissions at the Landfill
- Advance the National Waste Management Strategy which includes waste minimization, efficient waste management services, promotion of ecological sustainability and most importantly the advancement of the waste management hierarchy.

**Benefits:**

- New sources of revenue – through energy generation
- Production of clean renewable base load electrical power
- Reduce greenhouse gas emissions
- Reduced air pollution by offsetting the use of non-renewable resources

- Reduced landfill odors
- Reduced environmental compliance costs

The proposed budget is stipulated below. The main activities forming the scope of work of this contract shall comprise, but not limited to:

<b>PHASE 1: PRE- FEASIBILITY</b>	
<b>ACTIVITY</b>	<b>TIMEFRAME</b>
Inception	4 weeks
Status quo	6 weeks
Draft Pre-Feasibility Study	8 weeks
Final Pre-Feasibility Study	8 weeks
Close out	2 weeks
<b>Total</b>	<b>26 weeks (6 Months)</b>
<b>PHASE 2: FEASIBILITY</b>	
Inception	4 weeks
Status quo	8 weeks
Technical Design & Conceptual Layout	18 weeks
Environmental Impact Assessment	8 weeks
Detailed Financial Model	8 weeks
Project Implementation Plan	4 weeks
Close out	2 weeks
<b>Total</b>	<b>52 weeks (12 months)</b>

2. **CONTACT PERSON**

For any **technical related enquiries**, please contact the Project Champion:

Mthobisi Khumalo (Senior Manager, Development Services)

Telephone No: 033 392 2498

E-mail Address: [Mthobisi.khumalo@msunduzi.gov.za](mailto:Mthobisi.khumalo@msunduzi.gov.za)

For any **procurement related enquiries**, please contact: -

Phiwe Mthalande (Supply Chain Management Unit)

Telephone No: 033 – 392 2486

E-mail Address: [phiwe.mthalande@msunduzi.gov.za](mailto:phiwe.mthalande@msunduzi.gov.za)

3. **CONTRACT PERIOD**

The contract period is 78 weeks (18 Months) from the date of appointment.

4. **ESCALATION**

No escalation. The commission rate will be fixed and not subject to any escalation.

5. **PENALTIES**

Zero point five (0.5) percent of the contract fee (commission rate) will be levied as a penalty for each day past the milestone deadline date. The Municipality reserves the right to terminate the contract on the poor performance of the project demonstrated by the service provider.

6. **INSURANCES REQUIRED**

6.1 Work insurance

6.2 Public Liability Insurance

7. **MAPS AND DRAWINGS**

Mapping will be required to form part of the Pre-Feasibility and Feasibility Study.

8. **COMPLIANCE WITH THIS CONTRACT**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained. In particular, compliance with the following is sought:

- The Occupational, Health and Safety Act (Act No 85 of 1993) (OHS Act).
- The construction Regulations of July 2003 per Government Gazette No 25207 of 16th July 2003.
- The Basic Conditions of Employment Act (Act No 3 of 1983) (BCE Act).
- General Conditions of contract (GCC) 2015.

- Supply chain Management Regulations and,
- Municipal Finance Management Act
- The Broad-Based Black Economic Empowerment Act 53 of 2004

**9. SITE BRIEFING**

No compulsory site briefing.

**10. MANDATORY REQUIREMENTS**

10.1 All specialists listed below must be registered under their professional bodies as professionals. Tenderers must submit originally certified by the Commissioner of Oath Qualifications and certificates.

<b>No</b>	<b>Field</b>	<b>Professional Body</b>	<b>Qualification</b>
<b>1.</b>	<b>Town Planner- Project Lead/Manager</b>	Registration with the South African Council for Planners (SACPLAN).	Degree or National Diploma in Urban/Town & Regional Planning or a relevant tertiary qualification in Town and Regional Planning
<b>2.</b>	<b>Environmental Specialist</b>	Registration with the South African Council for Natural Scientific Professions (SACNASP) or Environmental Assessment Practitioners Association of South Africa (EAPASA).	Degree or National Diploma in Natural or Environmental Science or relevant tertiary qualification
<b>3.</b>	<b>Electrical Engineer</b>	Registration with the Engineering Council of South Africa (ECSA).	Degree in Electrical Engineering Plus

			Certificate of Competency as an Electrical Engineer
4.	<b>GIS Specialist</b>	Registration with the South African Geomatics Council (SAGC).	Degree or National Diploma in GIS, Geography & Environmental Science
5.	<b>Quantity Surveyor</b>	Registration with the South African Council for the Quantity Surveying Profession (SACQSP).	Degree or National Diploma in Quantity Surveyor

10.2 Failure to comply with the mandatory requirements would lead to the disqualification of the bid submitted.

#### 11. **EVALUATION CRITERIA**

The tender shall be evaluated on an 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2023, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. Team members must be registered with their respective professional bodies or equivalent where applicable.

No	Functionality	Scoring	Method of Verification (by Municipality) Failure to submit any of the required documentation shall result in a disqualification
1	<b>COMPANY TEAM MEMBERS &amp; EXPERIENCE</b>		
1.1	The company (including subcontracting) are required to have relevant experience and expertise in conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant. Appointment letters & Reference letters must be in respect of conducting		Attach signed appointment letters & reference letters in respect of services rendered to other municipalities/metro's or any government institution.

	Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant: a) 7 to 10 appointment letters & reference letters b) 3 to 6 appointment letters & reference letters c) 2 appointment letters & reference letters	<b>10</b> <b>8</b> <b>5</b>	
<b>2</b>	<b>COMPANY TEAM MEMBERS</b>		
2.1	Experience: conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant: <b>Town Planner- Project Lead/Manager</b> <b>Environmental Specialist:</b> a) 4 years of work experience or more b) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
2.2	<b>Environmental Specialist:</b> a) 4 years' work experience or more b) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
2.3	The company (including subcontracting) are required to have relevant experience and expertise in conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant. Appointment letters & Reference letters must be in respect of conducting Pre-feasibility and Feasibility studies towards the implementation of a Waste-to-Energy Plant:  <b>Electrical Engineer</b> a) 4 years' work experience or more b) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
2.4	<b>GIS Specialist:</b> c) 4 years' work experience or more d) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references
2.5	<b>Quantity Surveyor</b> c) 4 years' work experience or more d) 1- 3 years' work experience	<b>5</b> <b>3</b>	C.V with traceable references

	<b>Total Points for company team members</b>	<b>25</b>
	<b>Total Points for Functionality</b>	<b>35</b>
	<b>Threshold</b>	<b>71,4% = 25</b>

**12.0 SPECIFIC GOALS**

12.1 The waste-to-energy plant project will be based on the 80/20 preferential point system. The specific goals will be scored as follows:

<b>Specific Goals</b>	<b>Scoring</b>	<b>Requirements</b>
3. Preference Goal 1: Ownership- <ul style="list-style-type: none"> <li>• Enterprise which is at least 51% black owned</li> <li>• Enterprise which is 30% - 50% black owned</li> <li>• Enterprise which is 10% - 29% black owned</li> </ul>	 /10  /7  /3	Full Central Supplier Database (CSD) Report.
4. Preference Goal 2: Location- The promotion of enterprise located in Msunduzi	/10	Full Central Supplier Database (CSD) Report
<b>Total</b>	<b>/20</b>	

**12. ANY OTHER IMPORTANT INFORMATION**

The municipality reserves the right to verify supporting document submitted by the bidder.



**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-  
FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A  
PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD  
LANDFILL SITE**

**PRICING SCHEDULE:**

<b>PHASE 1: PRE- FEASIBILITY</b>		
<b>ACTIVITY</b>	<b>TIMEFRAME</b>	<b>COST (Excluding VAT)</b>
Inception	4 weeks (5%)	
Status quo	6 weeks (30%)	
Draft Pre-Feasibility Study	8 weeks (43%)	
Final Pre-Feasibility Study	8 weeks (18%)	
Close out	2 weeks (4%)	
<b>Total</b>	<b>26 weeks (6 months)</b>	
<b>PHASE 2: FEASIBILITY</b>		
Inception	4 weeks (5%)	
Status quo	8 weeks (8%)	
Technical Design & Conceptual Layo	18 weeks (34%)	
Environmental Impact Assessment	8 weeks (21%)	
Detailed Financial Model	8 weeks (21%)	
Project Implementation Plan	4 weeks (7%)	
Close out	2 weeks (4%)	
<b>Total</b>	<b>52 weeks (12 months)</b>	

<b>TOTAL</b>	<b>78 weeks (18 months)</b>	
<b>VAT @15%</b>		
<b>TOTAL INCLUSIVE OF VAT</b>		

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer: .....

Name of Signatory: .....

Capacity of Signatory.....

SIGNATURE ..... DATE.....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY</b>					
BID NUMBER:	SCM 8R OF 23/24	CLOSING DATE:	04 April 2024	CLOSING TIME:	12H00
DESCRIPTION	PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

THE FOYER, GROUND FLOOR, CITY HALL
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)
PIETERMARITZBURG
3201

**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:		<b>OR</b>	CSD No:	

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER PART B:3]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>		<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT</p>	<p>SCM UNIT</p>	<p>CONTACT PERSON</p>	<p>MTHOBISI KHUMALO</p>
<p>CONTACT PERSON</p>		<p>TELEPHONE NUMBER</p>	<p>033 392 2600</p>
<p>TELEPHONE NUMBER</p>	<p>033 – 392 2486</p>	<p>CELLPHONE NUMBER</p>	<p>033 392 2498</p>
<p>FACSIMILE NUMBER</p>	<p>086 770 2980</p>	<p>E-MAIL ADDRESS</p>	<p>SEE BELOW</p>
<p>E-MAIL ADDRESS</p>	<p>Phiwe.mthalane@msunduzi.gov.za</p>	<p>Mthobisi.khumalo@msunduzi.gov.za</p>	

**PART B**

<b>1. BID SUBMISSION:</b>	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>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.</b></p>	

**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: .....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses: -**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

\* **Delete whichever is inapplicable or complete as indicated if none are applicable.**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

**Failure to comply with either of these requirements shall lead to disqualification.**

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

SIGNATURE..... DATE.....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-  
ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 4: SCHEDULE OF RESOURCES**

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment.


SIGNATURE..... DATE.....



**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-  
ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 5: DECLARATION OF MUNICIPAL FEES**

I/We do hereby declare that the Municipal Fees of \_\_\_\_\_

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees: -

<b><u>DESCRIPTION</u></b>	<b><u>ACCOUNT No.</u></b>
Electricity	_____
Water	_____
Rates	_____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 6: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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 shareholder<sup>2</sup>):  
.....  
.
  - 3.4 Company Registration Number:  
.....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>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.

“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.

3.9 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 bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars .....

.....

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

3.13.1 If yes, furnish particulars .....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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	<p>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?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

—

(Bid Number and Description)

in response to the invitation for the bid made by:

---

—  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ 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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

\* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

**\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

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

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

4.1 If yes, furnish particulars

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

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**  
**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND**  
**FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-**  
**ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**FORM OF OFFER**

The Municipal Manager  
City Hall  
PIETERMARITZBURG  
3201

Dear Madam,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation:

<b>DESCRIPTION</b>	<b>TOTAL AMOUNT EXCLUDING VAT</b>
PRE-FEASIBILITY AND FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE	R

I/We are registered VAT vendors and the prices indicated therein **EXCLUDES VAT.**

In the event of there being any errors of extension or addition in the Pricing Schedule, I/we agree to the totals being corrected, the rates being taken as correct.

I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

\_\_\_\_\_  
I/We are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_  
(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

\_\_\_\_\_

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is \_\_\_\_\_  
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_

Where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 8R OF 23/24

PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
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ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

**THE MSUNDUZI MUNICIPALITY**

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**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

**ACCEPTANCE BY MANDATORY**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, \_\_\_\_\_  
(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

\_\_\_\_\_  
(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

\_\_\_\_\_  
(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(on behalf of PRINCIPAL CONTRACTOR)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(CLIENT- Msunduzi Municipality)

Print Name: \_\_\_\_\_ (Name of CLIENT Representative)



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

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

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

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**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals 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 bid 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) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“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;
- (k) **“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;

### 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:

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

Where: -

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

#### 3.2 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where: -

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership- Enterprise which is at least 51% black owned	10	
Location- The promotion of enterprise located in Kwa-Zulu Natal	10	

## 5. SUB-CONTRACTING

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Co-operative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

**6.4 TYPE OF COMPANY/ FIRM**

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

***[TICK APPLICABLE BOX]***

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**6.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

***[TICK APPLICABLE BOX]***

**6.7 MUNICIPAL INFORMATION**

Municipality where business is situated.....

Registered Account Number: .....

Stand Number: .....

6.8 Total number of years the company/firm has been in business.....

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. .... 2.....

.....  
**SIGNATURE(S) OF BIDDER(S)**

**DATE:** .....

**ADDRESS:** .....

.....  
.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 8R OF 23/24

PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-  
ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE

TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate and Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 8R OF 23/24

PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
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ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the  
Companies and Intellectual Property Commission  
(CIPC)



**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 8R OF 23/24**

**PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
FEASIBILITY STUDY TOWARDS THE DEVELOPMENT OF A PILOT WASTE-TO-  
ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE**

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

Please attach hereto proof of registration with the  
Central Supplier Database (CSD)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 8R OF 23/24

PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
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ENERGY PLANT WITHIN THE NEW ENGLAND ROAD LANDFILL SITE

COMPACT DISC (CD) OR USB-FLASH DRIVE

Please attach hereto a scanned copy of the tender document on either a Compact Disc (CD) or USB-Flash Drive

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 8R OF 23/24

PROPOSAL CALL TO UNDERTAKE THE PREPARATION OF A PRE-FEASIBILITY AND  
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## Terms of Reference

## 1. INTRODUCTION

The Msunduzi Municipality seeks to enlist the services of experienced and competent professional service providers to undertake the preparation of a pre - feasibility study towards the development of a pilot Waste-to Energy plant within the New England Road Landfill site. Should the pre – feasibility study yield a positive result, an in-depth feasibility study would need to be undertaken.

### 1.1 Terms & Acronyms

<b>Acronyms</b>	<b>Definition</b>
Buffer Zone	A portion of land with a use, function or zoning specifically designed to protect one area of land against impact from another.
CH <sub>4</sub>	Methane
CO <sub>2</sub>	Carbon Dioxide
GHG	Green House Gases
IDP	Integrated Development Plan
IGR	Intergovernmental Relations
NEMA	National Environmental Management Act
NEMWA	National Environmental Management: Waste Act
NWMS	National Waste Management Strategy
PMB	Pietermaritzburg
Waste to energy	The process of generating energy in the form of electricity and/or heat from the primary treatment of waste.

## 2. MSUNDUZI MUNICIPALITY OVERVIEW

2.1 The Constitution of South Africa envisages a robust local government system, which can provide democratic and accountable government for local communities; ensure the provision of services to communities in a sustainable manner; promote social and economic development; encourage the involvement of communities and community organizations in the matters of local government and importantly promote a safe and healthy living environment.

2.2 The main objective of the National Environmental Management Act 107 of 1998 (NEMA) is centred around the promotion of a safe and healthy living environment to prevent pollution and ecological degradation as well as maintaining sustainable development through the provision of norms and standards and management by all spheres of government.

2.3 Waste management is regulated by the National Environmental Management: Waste Act No. 58 of 2009 (NEMWA) to protect health and the environment by providing reasonable measures for the prevention of pollution and ecological degradation while maintaining sustainable development. As a legislative requirement of NEMWA, the goals of the National Waste Management Strategy (NWMS) include the promotion of waste minimization, reuse, recycling and recovery of waste as well as ensuring the effective and efficient delivery of waste services.

2.4 The Municipal Systems Act 32 of 2000 aims to empower local government to fulfil its Constitutional objectives and in terms of Section 25 [1], each Municipal Council must within a prescribed period adopt a single, inclusive and strategic plan, known as the Integrated Development Plan [IDP].

2.5 The Msunduzi Municipality is located within the UMGungundlovu district. The geographic location allows it the opportunity of becoming well connected in the global economy due to the access it has to the N3 highway leading to major harbours and airports. The Msunduzi Municipality covers an area of 635 km<sup>2</sup> with an estimated population of 718, 697 people. The city of Pietermaritzburg is located within the Msunduzi local municipal area.



2.6 The vision of the City as stated in the Integrated Development Plan (IDP 2022 – 2027), is to become a safe, vibrant, sustainable and smart metropolis by efficiently delivering basic, social, economic and environmental services to build better communities. As such, the New England Road Landfill site strives to work towards environmentally accepted practices and providing services that are economically and environmentally sustainable.

### 3. PROJECT BACKGROUND

3.1 The New England Road Landfill site was established and authorised under the permit number 16/2/7U203/D3/Z1/P64 issued by the Department of Water Affairs dated 22 April 1998. To date, the site has been operational for a total of 25 years. The site is used for the disposal of general waste only which includes domestic waste; inert waste and garden waste. Hazardous waste is not permitted at the site. The site serves the residents of

Pietermaritzburg as well as neighbouring municipalities such as uMshwati Municipality, Umvoti Municipality, Impendle Municipality and Mkhambathini Municipality.

- 3.2 Having served Pietermaritzburg and surrounding areas for a total of 25 years to date, the life span of the site has been reduced to 7 years. The maximum height that a landfill site can be operated at is 652 m above sea level. It is imperative that waste be diverted away from the site and alternate waste disposal methods are implemented. It is envisaged that the Waste to Energy project will significantly reduce the amount of waste disposed at the landfill site thereby increasing the life span and decreasing the compaction area.
- 3.3 In order to extend the lifespan of the site, alternate waste disposal methods need to be implemented. Currently waste minimisation and diversion is the preferred method but the Municipality seeks to implement global best-in-class practices. This will result in improved collection, waste handling and disposal. The Msunduzi Municipality seeks to implement a permanent mitigation that can result in waste diversion from the landfill site as well as implement a waste beneficiation programme which can materialize in alternative benefits, including job creation.
- 3.4 Furthermore, the landfill site has been plagued by illegal activities resulting in damaged equipment and uncontrolled fires. The unauthorised presence of waste pickers which resulted in the establishment of illegal structures, has been detrimental to the daily operations at the Landfill. Due to the lack of resources, recycling and waste minimisation practises, the life span of the site has been severely reduced. The Municipality is seeking to revive the recycling component in order to decreasing the fill rate and extending the life span of the site.
- 3.5 While waste is disposed at landfill sites, this waste has the potential to be a very useful resource in the regeneration of energy. Having said that, the decomposition of waste at the landfill results in the emission of methane (CH<sub>4</sub>) and carbon dioxide (CO<sub>2</sub>) which is produced from the degradation of organic waste into the ground. These gases are known as Green House Gases (GHG) and are contributing to climate change.
- 3.6 At a local level, municipalities need to manage the emissions from their landfill sites in order to comply with air quality licensing thresholds and improve the safety and quality of life of local residents who live nearby to the landfill sites. A landfill gas extraction to energy project can provide opportunities to achieve these goals, while also producing

energy and offsetting electricity costs to the municipality. Benefits of landfill gas conversion to electricity.

- 3.7 In addition, toxic substance from residents and businesses, illegal dumping of hazardous waste and untreated medical waste often end up at the Landfill, which leech into the environment and contaminates the groundwater over time. This creates a great environmental hazard. However, these gases produced at the Landfill also has the potential to generate electricity. The conversion of waste to energy uses various processes such as combustion, gasification, pyrolysis, anaerobic digestion and landfill gas recovery, whereby non-recyclable waste material can be converted into usable heat, electricity or fuel.
- 3.8 A substantial GHG emissions reduction impact: GHG emissions are reduced through conversion of methane to water and carbon dioxide (which has a lower global warming potential than methane) and through displacing energy produced from fossil fuel combustion.
- Improved site management as escaping gas impairs the working of the landfill
  - Improved groundwater quality, safety and reduction in odour for neighbouring communities
  - Economic stimulant and job creation: the process of designing, constructing and operating LFG capture plants creates jobs associated with such activities: engineers, construction and operational personnel.

#### **4. STUDY AREA**

The Msunduzi New England Landfill Site is located at 500 New England Road, Hayfields, Pietermaritzburg, and South of the New England Golf Course. The site is approximately 697740 m<sup>2</sup> in total area. The site is easily accessible from the N3 and is in close proximity to the 24 hour Hayfields Kwikspar. The site has a buffer zone whereby no developments are allowed within the specified perimeter around the Landfill Site (refer to Annexure A).

#### **5. PROJECT SCOPE**

- 5.1 The service provider is required to prepare a detailed pre-feasibility study to determine the possibility of launching a Waste to energy project that will enable the conversion of

non-recyclable waste materials into usable heat, electricity, or fuel. If the pre-feasibility yields a positive result, a detailed feasibility study would need to be conducted. As such the pre – feasibility will be regarded as phase 1 and the feasibility study will be phase 2 of this project.

## 5.2 Project objectives

- Secure and promote the sustainable and developmental trajectory of the City.
- Sustainable generation of electricity through waste disposal.
- Reduction of Greenhouse gas emissions at the Landfill
- Advance the National Waste Management Strategy which includes waste minimization, efficient waste management services, promotion of ecological sustainability and most importantly the advancement of the waste management hierarchy.

## 5.3 Benefits:

- New sources of revenue – through energy generation
- Production of clean renewable base load electrical power
- Reduce greenhouse gas emissions
- Reduced air pollution by offsetting the use of non-renewable resources
- Reduced landfill odors
- Reduced environmental compliance costs

## 6. **COMMUNICATION PLAN**

The proposed study will need to be communicated to the following:

- Project Steering Committee that will comprise of the relevant municipal departments:
  - Town Planning
  - Environmental Management
  - Environmental Health
  - Business Development Services
  - National Energy Regulator of South Africa (NERSA)
- The relevant municipal structures.



## 7. PROPOSED APPROACH

The service providers will be required to incorporate the following key steps in their approach towards the project (additional steps may be proposed):

- Review relevant literature, studies, and reports on bio-waste management, waste-to-energy technologies, and best practices.
- Conduct site visits and inspections to assess available resources. Infrastructure and environmental conditions.
- Collect and analyse data on waste generation, composition and current disposal methods.
- Evaluate different waste-to-energy technologies suitable for the local context, considering efficiency, scalability and environmental impact.
- Estimate capital investment, operational costs and potential revenue streams for the municipality associated with the proposed facility.
- Perform a detailed financial analysis including cost-benefit analysis, payback period and return on investment. Provide funding options for the municipality.
- Assess environmental impacts.
- Engage with relevant stakeholders to gather inputs and address concerns.

## 8. WORK STAGES AND OUTPUTS

The service provider will be required to submit outputs at certain work stages. The following stages are considered as part of this appointment and permissions to proceed with each stage to be provided by NDPP in terms of TA funding:

<b>WORK STAGE</b>	<b>OUTPUT</b>	<b>ESTIMATED COSTING (Excluding VAT)</b>	<b>TIMELINE</b>
<b>A</b>	<b>PHASE 1: PRE-FEASIBILITY</b>		
1	Inception Report detailing project scope, detailed activities, professional team members and	(5%)	4 weeks

	responsibilities, risks, detailed costing.		
2	Status Quo Profiling, Review, detailed investigation and analysis. Consultation with stakeholders if/when required. Preliminary assessment of: <ul style="list-style-type: none"> <li>• Site status and assessment</li> <li>• Potential viability, waste availability;</li> <li>• Environmental assessment/impact;</li> </ul>	(30%)	12 weeks
3	Draft Pre-Feasibility Study Recommendations, risk assessment and impacts. Stakeholder engagement report confirming key stakeholders, discussions, concerns, mitigation measures. Technology options and technical requirements; Market demand; Financial feasibility – high level costs	(43%)	4 weeks
4	Final Pre-Feasibility Study Recommendations, risk assessment and impacts. Stakeholder engagement report confirming key stakeholders, discussions, concerns, mitigation measures. Technology options and technical requirements; Market demand; Financial feasibility – high level costs	(18%)	4 weeks
5	Close Out	(4%)	2 weeks
	<b>Total</b>	<b>R</b>	<b>26 weeks</b>
	<b>STAGE GATE TO DECIDE ON PROCEEDING WITH FEASIBILITY</b>		
<b>B</b>	<b>PHASE 2: FEASIBILITY</b>		
6	Inception Report detailing the approach to this comprehensive and detailed analysis. Confirming scope, activities, team members, responsibilities, risks, detailed costing.	(5%)	4 weeks

7	A comprehensive and detailed analysis outlining social, economic, technical and environmental issues	(8%)	8 weeks
8	Technical design and conceptual layout of a waste-to-energy facility.	(34%)	18 weeks
9	Environmental Impact Assessment Report detailing aspects such as potential emissions reductions, waste diversion rates etc.	(21%)	8 weeks (parallel process)
10	Detailed financial model including cost estimates, revenue projections, funding options.	(21%)	8 weeks (parallel process)
11	Stakeholder engagement report outlining stakeholders, key discussions, concerns, proposed mitigation measures.		Ongoing throughout project timelines
11	Project Implementation Plan including timelines, key milestones, resources required, funding streams.	(7%)	4 weeks
12	Close Out	(4%)	2 weeks
	<b>Total</b>	<b>R</b>	<b>52 weeks</b>

The service provider team will be required to present the findings of the work to National Treasury at key stages. The findings should be contained in one comprehensive report per Phase (Annexures can be attached).

## 9. SKILLS OF THE APPOINTED CONSULTANTS

Key skills include:

- Development Project Management;
- Environmental skills;
- Engineering skills;
- GIS skills;
- Financial skills;
- Knowledge of Intergovernmental Relations;
- Experience in local government.

## 10. PROFESSIONAL TEAM

**The *professional team* may include the following professionals [who should be registered within their relevant professional bodies]:**

- Town Planner – Project Lead/Manager
- Environmental Specialist
- Civil Engineering
- GIS Specialist
- Quantity Surveyor

Experience in key fields will be required and should be confirmed in the submission. Expertise in the fields of waste to energy, bio-waste and environmental management will be of critical importance. Relevant project related experience to be provided in a table confirming project name, client organisation, project cost, responsibilities, duration.

**11. SOLUTION PARAMETERS / INFORMATION GATHERING**

The successful Service Provider is expected to make contact with all the relevant and required officials and units within and outside government to obtain relevant information that is required for the project. The responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider .

**12. PROJECT TIME FRAME**

It is envisaged that the project should be completed within a timeframe of **six (6)** months from the date of appointment for the pre-feasibility study. Should the pre-feasibility study be successful, the feasibility study must be completed within 12 months.

**13. BUDGET**

The service provider shall compile a detailed breakdown of costs and submit it together with the proposal for both stages of the project including the Pre-Feasibility and Feasibility Study. The Msunduzi Municipality has applied to National Treasury for funding through the Neighbourhood Development Partnership Programme and was successfully awarded the funding.

**PHASE 1: PRE-FEASIBILITY**

OUTPUT	EXPERT	RATE PER HOUR	NR OF HOURS	TOTAL

SUB-TOTAL				
DISBURSEMENTS (Capped at 5% of project cost)				
VAT				
GRAND TOTAL				

**PHASE 2: FEASIBILITY**

OUTPUT	EXPERT	RATE PER HOUR	NR OF HOURS	TOTAL
SUB-TOTAL				
DISBURSEMENTS (Capped at 5% of project cost)				
VAT				
GRAND TOTAL				

The total budget should include disbursements and VAT @ 15% of the project cost. Payments will be processed by National Treasury based on approval by the municipality with the necessary contractual and relevant information for processing of the invoices.

**14. PROJECT MANAGEMENT**

The project shall be managed in accordance with an Inception Report with a Gantt chart, required in terms of this memorandum of agreement/ service level agreement, to be compiled by the Service Provider. The Gantt chart shall specify milestones and associated reports/ products in terms of which, and upon satisfactory performance of which, payment is to be made.

**15. REPORTING AND ACCOUNTABILITY**

15.1 All electronic and hard copy information captured/utilised to provide the output of the project remains the property of the Municipality, and must be handed over in its totality when the project is closed off. The Municipality will retain copyright and all associated intellectual rights relating to the project. This document together with all agreements to

be or reached during the course of the project become part of the contract. Data must be surrendered to the Municipality at the end of the project in a digital format, and it cannot be used or shared, whether for profit or otherwise with any other party without written permission from the Municipality

- The project will be signed off by the Senior Manager: Waste Management.
- All the end products (refer to list) have been delivered (all deliverables per phase to be provided and to be approved by the Project Steering Committee).
- A formal presentation will be made to the General Manager: Community Services and the NDPP/National Treasury at critical stages.

## **16. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

All technical enquiries related to this bid call must be forwarded to:

Manager: Landfill and Recycling

Msunduzi Municipality

Attention: Mrs Nosihle Nzama

Email: [Nosihle.nzama@msundzi.gov.za](mailto:Nosihle.nzama@msundzi.gov.za)

## Buffer Zone

