



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: ES/23/WSF/01

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE APPOINTMENT OF A WASTE SORTING FACILITY OPERATOR FOR A PERIOD
OF TEN YEARS

START DATE: 22 MARCH 2024

CLOSING DATE: 22 APRIL 2024

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

| ITEM | TICK |
|--|------|
| Supporting Documentation To Be Submitted | |
| SANAS Accredited Valid Original or Certified B-BBEE Certificate or Sworn Affidavit | |
| Company Profile | |
| Valid Proof of Office Location (Municipality Bill or Lease agreement) or any valid proof of address | |
| Project Team Organogram and Curriculum Vitae's | |
| Proposed Implementation Methodology/Project Approach | |
| A minimum of three reference forms (Annexure 2) including company name, contact name, phone number should be submitted which can be verified | |
| Company registration document accompanied by Share Certificates where applicable | |
| Valid Tax Clearance Certificate or SARS PIN | |
| Bank Rating equal to C or better (values should be blanked out) | |
| Accredited Quality Management System | |
| Compulsory Documentation To Be Submitted | |
| Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.) | |
| CSD Report | |
| JV Participation Documentation (If applicable) | |
| Registration as a waste transporter within BCM | |

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

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1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Annexure 1:** Procurement Handbook
4. **Annexure 2:** Reference Letter

SECTION A: General Guidelines

FOR THE APPOINTMENT OF A WASTE SORTING FACILITY OPERATOR FOR A PERIOD OF TEN YEARS

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e., 80 of evaluation points will be based on price competitiveness and 20 will be based on special goals. The following formula is used:

The formulae to be utilised in calculating points scored for price are as follows:

80/20 preference points system for income contracts, disposal and leasing of state assets with Rand value equal to or below R50 million, inclusive of all applicable taxes.

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential and specific goals shall be as per below may include:

- (a) Historically disadvantaged individuals' companies (51% Black owned)
- (b) Women (51% Black Women Owned) companies.
- (c) Persons with disability
- (d) SMMEs
- (e) Service providers located in Eastern Cape Province
- (f) Youth
- (g) Any other RDP goal or preference points in favor of historically disadvantaged individuals, may be added

The tender documents shall stipulate—

- (a) the applicable preference point system as envisaged in regulations
- (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate issued by verification agency accredited by SANS for the Generic Suppliers, for QSE's and EME's Sworn Affidavit signed under oath confirm ownership status. Failure to submit a valid B-BBEE certificate and/or sworn affidavit may result in zero points being awarded for preference.

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

The following table shall be used to convert the Specific goals criteria into points.

Table: Specific Goals Points Conversion

| Estimated Rand Value inclusive of Vat | Specific Goals and Point allocation |
|---------------------------------------|---|
| Above R1 000 000 up to R50 000 000 | 80 points for price |
| | 10 points - 51% and above Black owned suppliers 5 points - 25% up to 50% Black owned suppliers 0 points below 25% Black owned suppliers |
| | 5 points for Eastern Cape Based suppliers 0 points outside Eastern Cape |
| | 1 point for 51% and above Youth owned suppliers |
| | 1 point for 51% and above Women owned suppliers. |
| | 3 points for SMME's (EME or QSE) |

Specific Goals returnable Documents

| Evaluation Criteria | Returnable document |
|--------------------------------------|---|
| 51% and above Black owned suppliers | SANAS accredited BBEE Certificate/Affidavit |
| Eastern Cape Based suppliers | Municipality Bill or Lease agreement or any valid proof of adress |
| 51% and above Youth owned suppliers | BBEE Certificate/Affidavit/CSD report |
| 51% and above Women owned suppliers. | BBEE Certificate/Affidavit/CSD report |
| persons with disabilities | BBEE Certificate/Affidavit/CSD report |

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- There will be a compulsory briefing session to be held on 04 April 2024 at **Boardroom 1GF, Administration A Building, Lower Chester Road, Sunnyside, East London** at **10:00 a.m.** Tenderers are encouraged to submit written questions by email to Anathi Mzantsi to Anathi@elidz.co.za on/or before 15 April 2024 at 16:00.
- The closing date for this tender is at 12h00 on the 22 April 2024. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time.
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure A (Procurement Handbook) with the tender together with all profit sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

The delivery of services will be required at the ELIDZ office, Lower Chester Road, Sunnyridge, East London.

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

Service Providers must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- VAT: Unless otherwise stated all prices will be inclusive of **Value Added Tax**.
- All services provided must comply and be in accordance with pertinent laws and policies of government.

Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.

6 COMPANY / FIRM PROFILE

A brief company profile is required, to assist ELIDZ in assessing your capabilities, capacity and competitive advantages.

7 INADEQUATE SERVICE LEVELS AND PERFORMANCE

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement.

8 SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

9 LEASE AGREEMENT

The successful tenderer will be required to enter into a written Lease agreement with the ELIDZ which will be based on the draft Agreement set out herein in Annexure 3 which will include terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

10 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

11 PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty-day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.
- Statement of accounts

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

12 SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

13 TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

14 OBJECTIVE CRITERIA

ELIDZ will not accept less than a minimum price of R116 000 for monthly payment milestones excluding Vat, estate levies, utilities and any other charges

15 DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent, and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

16 SHERQ COMPLIANCE (IF APPLICABLE)

Before starting work, the successful service providers must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments,
 - a. SHE Risk assessments to include activity specific risks, service providers risk to the ELIDZ and the ELIDZ risk to them;

2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Letters of Good standing with workman's compensation where applicable;
5. Applicable legal appointments - as required;
6. List of chemicals and related Material Safety Data Sheets;

All of the above must be included in a SHE file together with:

1. Copy of scope of work;
2. Copy of appointment;
3. PPE issue register;
4. Requisite training / competency certificates where applicable;
5. Medicals as applicable to the nature of the work (for example, there must be medicals for employees who will be working at heights to confirm that they are fit to work at heights);

17 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific "areas of work" (or parts of "areas of work") of the tender as it sees fit.

Accordingly tenderer's are advised to ensure that all prices submitted against each "area of work" are sufficient to cover the tenderer's entire obligation as defined in these documents, required to provide each specific "area of work".

18 SUPPORTING DOCUMENTATION TO BE SUBMITTED

| ITEM | TICK |
|---|------|
| Supporting Documentation To Be Submitted | |
| SANAS Accredited Valid Original or Certified B-BBEE Certificate or Sworn Affidavit | |
| Company Profile | |
| Valid Proof of Office Location (Municipality Bill or Lease agreement) or any other valid proof of address | |
| Project Team Organogram and Curriculum Vitae's | |

| | |
|--|--|
| Proposed Implementation Methodology/Project Approach | |
| A minimum of three reference forms (Annexure 2) including company name, contact name, phone number should be submitted which can be verified | |
| Company registration document accompanied by Share Certificates where applicable | |
| Valid Tax Clearance Certificate or SARS PIN | |
| Bank Rating equal to C or better (Value should be blanked out) | |
| Accredited Quality Management System | |

19 COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

| ITEM | TICK |
|---|------|
| Compulsory Documentation To Be Submitted | |
| Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.) | |
| CSD Report | |
| JV Participation Documentation (If applicable) | |
| Registration as a waste transporter within BCMM | |

20 POPIA

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.

4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

21 METHOD OF SUBMISSION

The RFP document will be available for download at no cost on 22 March at 12h00 (Noon) from the East London Industrial Development Zone website: www.elidz.co.za under Opportunities >> Tenders All tender documents are to be submitted online at <https://tenderportal.elidz.co.za>

No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP's closing date;
10. split the award of the order/s between more than one Supplier/Service Provider; or
11. make no award at all;

12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR THE APPOINTMENT OF A WASTE SORTING FACILITY OPERATOR FOR A PERIOD OF TEN YEARS

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1. Introduction

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has a responsibility to ensure that the facilities within the zone have an operator to ensure that the buildings are utilized and kept in a good condition.

Accordingly, The ELIDZ SOC Ltd (ELIDZ) requires services of an operator to manage the Waste Sorting Facility; to collect, sort and transfer waste. As such the ELIDZ wishes to enter into a 10-year lease agreement with suitable service provider who can provide such services which are necessary to support operations objectives.

2. Considerations

2.1. Requirements Considerations

The score achieved for quality functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero score for that section).

FUNCTIONALITY EVALUATION MATRIX

| DETAILED BREAKDOWN OF FUNCTIONALITY POINTS | | | |
|---|---|----------------------|-------------------------|
| Item | Details | Points scored | Available Points |
| | Criteria 1. Applicants Expertise | | 20 |
| 1.1 | Staffing Levels (CVs of proposed persons to be provided with attached certificates; clear details of duties of work done and 3 contactable referees on cv) | | |
| 1.1.2 | Site/Floor manager. Minimum 5 years' experience in the management of waste sorting/transfer station. | | |
| | > 10 years' experience | | 20 |
| | ≤ 10 but >7 years' experience | | 15 |
| | ≤ 7 but >5 years' experience | | 10 |
| | If there is no site/floor manager | | 0 |
| | Criteria 2. Relevant Company Experience | | 30 |
| 2.1. | Ten (10) points can be scored (to a maximum of 30 points) for each confirmed fully complete Annexure P06-1 Part A&B reference letter with contact details, signature, and stamp on a similar project | | 30 |
| | | | |
| | Criteria 3. Method statement | | 20 |
| 3.1 | The company is required to provide detailed method statements, which demonstrate the way work is envisaged on a project of this nature (five points scored per activity). Core activities include: | | |
| | 1. Access control | | 10 |
| | 2. Housekeeping | | 10 |
| | | | |

| | | | |
|-----|---|-----------|------------|
| | Criteria 4. Financial standing | | 20 |
| 4.1 | The company is required to provide letter from the bank showing the bank rating (values should be blanked out) | | |
| | Bank rating of A | | 20 |
| | Bank rating of B | | 15 |
| | Bank rating of C | | 10 |
| | Bank rating of D, E, F, G, and H | | 0 |
| | | | |
| | Criteria 5. Quality Management System | | 10 |
| 5.1 | Accredited Relevant Quality Management System (QMS) | | 10 |
| | Non- accredited QMS | | 5 |
| | No QMS | | 0 |
| | | | |
| | TOTAL EVALUATION SCORE FOR FUNCTIONALITY | 0 | 100 |
| | PERCENTAGE POINTS SCORED | 0% | |
| | | | |
| | | | |

NB: Minimum points required to proceed to the next evaluation phase is **70** out of **100**.

2.2. Financial Considerations

Payment milestones will be monthly over 10 years according to the commencement date agreed upon in the service level agreement. The minimum price for monthly payment milestones is R116 000 excluding Vat, estate levies, utilities and any other charges. An escalation of 8% per annum is expected.

2.3. Time Constraints

The East London Industrial Development Zone would like this project to commence during 2023/2024 financial year after the signing of the lease.

2.4. Area of Service and Facilities

The delivery of the lease will be required at the East London IDZ offices, Lower Chester Road, Sunnyridge, East London or anywhere the service is required.

2.5. Lease agreement

The successful operator will be required to enter into a written lease agreement with the ELIDZ and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal and other obligations. A draft lease agreement is included in Annexure 3.

The operator must include in this RFP proposal a WRITTEN submission of any terms or clauses which cannot be complied with or any proposed changes to any clauses.

2.6. Payment terms

The ELIDZ will invoice the operator, monthly, for the following:

1. Rental of the Waste Transfer Station (ELIDZ WTS) facility in terms of the signed lease agreement
2. Utilities consumed (will be independently metered) such as water, electricity and sewerage,
3. Zone levies (where applicable) covering shared zone services as advised by the ELIDZ,
4. Other charges (if applicable) such as communication costs (telephones, ICT) on a “usage” basis

2.7. Key features of the Waste Sorting Facility

1. Perimeter security fence

This fence consists of steel palisades with two, 12m sliding gates at the main and secondary entrances.

2. Security and street lighting

Security and street lights have been provided on the site and on buildings.

3. Access roads and hard standing working areas

The external access road is asphalt, while working surfaces consist mostly of segmented block paving with selected areas of concrete.

4. Weighbridge

A functioning 22m weighbridge must be supplied by the operator. The calibration and maintenance of the weighbridge is the responsibility of the operator.

5. Guardhouse/weighbridge office

This building is located adjacent to the weighbridge and is intended to serve as both an access control point, as well as a vehicle control and inspection station. It is provided with electricity, lights and telephone connections.

6. Fire detection system

The building consists of a fire detection system comprising of smoke detectors, sensors and wiring. The maintenance of the fire detection system is the responsibility of the operator.

7. Irrigation installations

The site consists of an irrigation installations. The maintenance of the irrigation installation is the responsibility of the Landlord

8. Height sensor and alarm (in wash bay)

The wash bay consists of a height sensor and alarm. The maintenance of the height sensor and alarm is the responsibility of the operator.

9. Administration offices

This building consists of 3 offices, a boardroom, a kitchen/canteen, a reception area, a store and ablutions. All rooms are provided with electricity, lights and telephone connections.

The following fixtures are provided:

- Ceiling lights
- Wall-mounted air conditioners
- CO2 fire extinguishers
- Fire hose reels

- A desktop computer loaded with the proprietary software for the operation of the weighbridge and the recording of details
- Fixed counters in the kitchen/canteen
- Fire detection equipment

10. Staff parking area

Parking is available for 7 cars

11. Waste collection and sorting building

1. Fire extinguishers, hose reels and foam carts
2. Ablutions
3. Offices
4. Store room
5. Sorting area

12. Vehicle wash bay

A covered, vehicle wash bay is situated on the Southern side of the site. This is intended for the cleaning of waste collection vehicles and containers. The wash bay is equipped with water, a litter & silt trap for runoff and a height sensor alarm.

13. Container holding area

A concrete hard standing has been provided for walkways, parking, possible storage of containers, etc

14. General – landscaping/storm water etc

Facilities include landscaped areas, Rainbird IQ irrigation system, grassed areas, pathways and stairs, storm water drainage, information and direction signage,

2.8. Insurance cover

The service provider will provide, both, a schedule of insurance cover and proof of payment of premiums. Failure to secure adequate insurance cover will be considered a breach of contract.

3. Detailed Requirements

3.1. Scope summary

The objective of this service is to operate and manage the ELIDZ WSF in an environmentally sound manner and thereby to achieve the goals set out in the ELIDZ Integrated Waste Management Plan. In addition, all activities must be in compliance with the Permit of the facility as well as the operating permit of the ELIDZ (copies of which will be provided to the successful tenderer).

The scope of services to be rendered is as follows:

We require an operator to manage the existing Waste Sorting Facility. The outcome is an occupied and operational property.

The Operator will be required to:

- Provide staff, equipment and methods for the operation of the Waste Sorting Facility (WSF)
- Sort the waste in order to remove recyclable materials
- Remove the recyclables to approved end-users
- Dispose, at a licensed facility, non-recyclable waste
- Overall manage of the ELIDZ Waste Transfer and Sorting facility
- Manage data related to waste streams and volumes
- Report on waste management data and in particular for the ELIDZ and its tenants where tenants are serviced by the Operator
- Ensure compliance to ELIDZ Safety Health, Environment and Quality (SHEQ)

In addition to this Scope of Work and the associated requirements, the Operator is expected to operate and manage all of his activities in accordance with all applicable legal and other requirements.

3.2. Detailed scope of work

3.2.1. Waste stream

It must be stressed that the ELIDZ WTS must only be used for industrial waste and that no hazardous waste, domestic waste or garden waste, must be processed through the ELIDZ Waste Sorting Facility. The ELIDZ WTS currently has no processing capabilities. All recyclable waste is transported to various recycling companies around the country for processing. Below is a list of various recyclable wastes that can transferred through the ELIDZ WTS and transported to various destinations for processing.

Cardboard
Plastics (PP, LD)
Plastics (PET, HD)
Metals
Drums
White paper
Polystyrene
Wooden pallets
Electra scrap (leather off-cuts from seats)

3.2.2. Responsibility of the ELIDZ

The ELIDZ will have the following responsibilities:

- To provide the Permit/License to operate
- To provide the Waste Transfer Station Facility
- To provide limited, initial training for compactor and weigh bridge operation
- To provide electricity, water, sewer and telephone services/ connections. Usage is for the service provider's account
- To provide a desktop computer to operate the weighbridge software

- To provide details of requirements placed on tenants for dealing with their wastes, as well as any responsibilities that the ELIDZ has in providing or facilitating a service
- To provide relevant details of the ELIDZ Integrated Waste Management Plan

3.2.3. Operations

- **General and basic principles**

The operator will be required to operate the ELIDZ WTS on behalf of the ELIDZ. At all times, operations shall be as required by these specifications, the Permit to Operate, the Operating Environmental Management Plan, the relevant clauses of the ELIDZ Integrated Waste Management Plan, other ELIDZ policies, as well as all other applicable legislation. It must be stressed that these requirements affect all aspects of the operations

The ELIDZ is obliged to ensure that the waste generated within the Industrial Development Zone is dealt with in an environmentally responsible and compliant manner. Accordingly, the prime function of the ELIDZ WTS is to transfer incoming wastes, by means of more suitable transport equipment/plant, to the disposal site. The recycling of the incoming wastes is a high priority, but must be so managed as not to provide an obstacle to the waste transfer activities.

It is the view of the ELIDZ, that the operation of the ELIDZ WTS is to be seen as both a business venture and a business opportunity. At this stage, the amount of waste that emanates from the IDZ service area is relatively small. It is thus an accepted principle that in order to increase the viability of the venture, the Operator is expected to process waste from outside the ELIDZ area. It must be stressed that this is confined to General, light Industrial waste (i.e. no domestic, garden or hazardous waste). In spite of this concession, where services are provided to ELIDZ tenants, the provision of a waste collection and disposal service to the tenants shall take precedence at all times.

It is required from the Operator that all aspects of the operation are approached with an intention to maximise the business potential.

The operator will be required to maintain the internal gardens and hard-standing areas, all the buildings, equipment and infrastructure to the standards laid down by the ELIDZ,

- **Supply of operating equipment**

The Operator shall supply operating equipment within 7 days of commencement on site. The equipment shall include bailers, shredders, weighbridge, compactors, etc

- **Supply of containers and haulage trucks**

The Operator shall supply (a) both open-topped and compaction containers for use at the ELIDZ WTS for the receiving and transport of waste, and (b) Ro Ro type haulage vehicles. This equipment shall comply with the following:

- Roll-on roll-off, 30 m³ steel, open-topped containers, which are robustly built for use for the loading, transport and unloading of industrial solid waste, and which can withstand coastal conditions.
 - The sides and floors shall be 3mm and 4mm thick respectively and be suitably braced. Cross bracing is not acceptable as it restricts loading.

- All doors, hinges and locks must be industrial standard and robustly constructed. All mechanisms must comply with industry standards for roll-on roll-off containers and haulage vehicles and must be interchangeable with all other containers within the contract.
- Tie-down cleats, for the securing of covers, must be provided on all sides of the container. Cleats must be located at a distance of at least 300mm from the top of the container to allow for the overlap of covers.
- Compaction containers shall conform to the same basic requirements as for the open-topped containers. They shall, in addition, be of a suitable design and construction to be compatible with the compactor, the rail/frame assembly and the haulage vehicles (to AKURA's specification). The design and construction shall be of such a nature as to allow an optimum payload of compacted waste without damage to the container.
- The haulage units shall be appropriate truck and trailer combinations, with a axle configuration which does not exceed the maximum allowable loads. In addition, the vehicles shall comply with all legal requirements.

All containers must be approved by the IDZ before use on site. All containers and haulage trucks must be made available within 7 days of commencement on site.

- **Collection of waste from IDZ tenants**

The Operator shall liaise with all willing tenants and offer a competitive and comprehensive service for the collection and disposal of sorted and unsorted waste. This service shall be provided with due regard for the responsibilities and obligations towards tenants, as carried by the IDZ.

It must be stressed that it is a distinct possibility that at present, all ELIDZ tenants will be contracted to various, private waste contractors. Equally, tenants are not obliged to make use of the Operator's services, nor of the ELIDZ WTS. The onus will thus be on the Operator to negotiate with tenants. In addition, while the ELIDZ will show an active interest in these services, the contracts will be between the operators and the respective tenants.

- **Recycling**

In terms of accepted waste management practices and the goals of the ELIDZ Integrated Waste Management Plan, recycling is a priority. In addition, the sorting of wastes at source, by tenants, is advocated as best practice to be rolled out. It is the Client's requirement that recycling receives due attention and commitment. For this reason, the ELIDZ WTS has been laid out to facilitate the associated tasks. Accordingly, the Operator shall commit to honouring recycling targets and requirements as contained in these specifications and as stated by him as part of his Tender submission. Targets and overall functionality will be monitored by the Client.

Although recycling is a priority, the Operator shall ensure that these activities do not prevent the ELIDZ WTS from performing its prime function, which is to enable the transfer of waste to disposal. Recycling activities will, nonetheless, be monitored for efficacy.

Storage of recycled waste, outside the building, is prohibited.

- **Waste handling and containerization**

All incoming waste, unless it consists of 100% recyclables, shall be deposited in the collection area of the ELIDZ WTS. Depending upon the nature of the waste, it may be tipped either directly into the containers or compactor, or onto the working floor for sorting.

Both compaction and non-compaction facilities have been provided in the ELIDZ WTS. In the event of bulky wastes, the open-topped containers shall be preferentially used. Under normal circumstances, the compaction option shall be utilized

The following, basic principles shall be adhered to:

- All waste collected in the IDZ area, shall pass through the ELIDZ WSF and shall be subject to processing for recycling.
- The operator shall endeavour to place in the containers, all waste received on that day. In any event, no unsorted waste shall be allowed in the collection area for longer than 24 Hrs.
- Containers that are not full at the end of a day's work, shall be covered to avoid any nuisance
- All containers shall be clean and free of any wastes that may be protruding
- Containers shall be cleaned prior to re-use, should the contents present the risk of odor, dust etc
- Containers shall only be stored in the designated storage areas.

- **Waste transportation**

The following, basic principles shall be adhered to:

- Open-topped containers in transit, shall be covered with heavy duty shade cloth (or similar) covers.
- All containers must be kept in a good condition at all times.
- The Contractor shall ensure that the truck and trailer combinations are reliable and driven by appropriately trained and licensed, drivers.
- Trucks and trailers shall conform to all traffic requirements and road ordinances and shall be operated and maintained in such a way as to provide safe transportation of all containers between the ELIDZ WTS and the disposal sites

- **Waste disposal**

Waste shall be disposed of a suitably licenced landfill.

Records shall be kept of every load disposed, along with the relevant certification of safe disposal and proof of payment of all charges.

An alternate disposal site shall be identified by the operator in the event of emergencies.

Contingency measures shall be set in place for disposal that may be required after normal working hours.

- **Management**

The Operator shall make available, sufficient staff to manage the project. A permanent Operations Manager shall be identified and shall be responsible for the day-to-day management and supervision. He shall be contactable on a 24hr basis and shall fulfill the role of being the contact person for all matters.

- **Staff**

The operator shall employ sufficient, trained staff to operate the facility in a satisfactory manner.

The staff members shall be trained to enable them to perform their respective tasks. In addition, they shall undergo Health and Safety training. The Operator will be encouraged to make use of local labor from the surrounding communities.

The operator will be encouraged to grow his business to enable the development and mentoring of SMME's.

- **Collection vehicles**

The Client is not prescriptive as to the Operator's choice of collection vehicle(s). However, this choice must reflect both the IDZ's overall approach to the environment and waste management as well as its image. The nature of waste receptacle used by the tenants will also influence the choice of collection vehicle.

General

At all times, the operator shall ensure that vehicles and waste containers are kept in a good and serviceable condition and that this condition reinforces the overall image of the ELIDZ. In this regard, the ELIDZ reserves the right to require that vehicles, containers, equipment and staff that are in contravention of this goal, are removed from the operation.

3.3. Legislation

The successful Operator shall comply with applicable legal and other requirements that includes but might not be limited to the following :-

- Constitution of South Africa;
- National Environmental Management Act (107 of 1998);
- Occupational Health and Safety Act
- National Environmental Management: Waste Act (59 of 2008) and subsequent amendments;
- National Norms and Standards for the Sorting, Shredding, Grinding, Crushing, Screening or Bailing of General Waste, 2017;
- Norms and Standards for Storage of Waste, 2013;
- National waste information regulations GNR 625 of 2012;
- Waste Classification and Management Regulations GNR 634 and 636;
- National Water Act (36 of 1998);
- National Road Traffic Act and diesel emissions;
- Environmental Management System in compliance with ISO 14001: 2015;
- ELIDZ waste collection and sorting facility operating manual (2013);
- ELIDZ Operational Environmental Management programme (OEMPr) (2018);
- Environmental Authorisation AR/7/B/1(o)/1/08 dated 21/8/2008;

- Buffalo City Municipality: Environmental Health By-Law
- Buffalo City Municipality Noise control regulations GN 154 of 10/1/1992;
- Buffalo City Municipality: waste management by-laws, Local Authority Notice 174 of 2005;
- BCMM waste transporter permit;
- Buffalo City Municipality: Water Services By-Laws
- BCMM permission to dispose general waste at the East London Regional Landfill Site dated April 2016; and
- BCMM trade effluent by-laws, trade effluent permit 14/002 of 30/11/2014.

The above legislation have not been issued as part of the tender documentation.

3.4. Environmental, Safety, Compliance and Performance Monitoring

The successful Operator shall comply with the requirements of the Environmental Authorization for the site. The operator will further comply with all the requirements of the Waste Management Act All ordinances of Buffalo City must be complied with.

3.4.1. Safety and health

The successful Operator shall submit an Operating Health and Safety Plan for approval. Compliance with this Plan will be monitored. The operator will be required to comply with all applicable legal requirements , municipal by laws , ELIDZ regulations and any other applicable requirements.

3.4.2. Performance

Monitoring will be carried out on a regular basis. Formal records will be kept and a report will be compiled and submitted to the operator for action on non-conformances where applicable. The Operator's performance with regard to the Scope of Work and Specifications shall be monitored on an ongoing basis.

3.4.3. Compliance monitoring

The Operator's compliance with legal and other requirements, requirements of the Permit to operate the facility, the Health and Safety Plan and the environmental requirements shall be monitored on an ongoing basis.

3.4.4. Proposed penalties

Penalties will be levied on the basis of poor performance or non compliance. This shall be preceded by a Letter of Warning, setting out details of the offence. Offences shall include:

- Spillage from vehicle shall be R5 000 per incident excluding the clean-up costs that will be for the Contractors account.
- Unsatisfactory performance with regard to management of any aspect of the ELIDZ WTS, shall constitute grounds for a penalty of R1 000 per day
- Inadequate or unsatisfactory supervision shall constitute grounds for a penalty of R1 000 per day.
- Manager not contactable shall be R500 per day.
- All workers not properly attired in appropriate safety clothing and equipment shall result in a penalty of R500 per worker per day.

- Unsatisfactory recycling that results in large quantities of recyclable waste being sent for disposal R 1000 per event.

4. Response Format

4.1. Applicant's expertise

Provide CV of the proposed Site/Floor manager

4.2. Relevant Company experience / Firm profile

- Provide an overview of your company profile.
- Provide an organogram for team allocated to this project in terms of roles and responsibilities as well as supporting CVs.

4.3. Method Statement

- Provide method statement for access control and housekeeping.

4.4. Bank Rating

The bidder must attach letter from the bank with the bank rating. The **tendered price/ must not be stated** in the bank letter. If your bank rating letter stipulates the bidding amount, kindly erase this whether you cover it with a paper or marker. Make sure that the bidding value is not visible.

4.5. References

- Respondents are required to provide a minimum of 3 references relevant to this tender.
- The Reference Form (see Annexure 2) must be completed on behalf of all respondents and must be stamped and/or signed by the reference entity.
- The ELIDZ reserves the right to verify the references

4.6. Location evidence

- Provide information on your local operational office locations. Do you have local offices in the BCM Metropolitan Area \ Eastern Cape Province?
- Provide a Municipality Statement / Invoice or lease agreement.

This document seeks to provide comprehensive information for the purposes of supporting the proposal that meets the requirements of the ELIDZ.

Please forward any queries to: Anathi Mzantsi at the following contact details:

E-mail: Anathi@elidz.co.za

Tel: (043) 702 8200



ANNEXURE 1

PROCUREMENT HANDBOOK



ANNEXURE 2

REFERENCE LETTERS



ANNEXURE 3

GENERIC LEASE AGREEMENT



ANNEXURE 4

DRAWINGS