

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF INTERGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR 3 YEARS

Project title:	INTERGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR 3 YEARS
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Bid no:	CPTSC 18/24		
Advertising date:	14 October 2024	Closing date:	04 November 2024
Closing time:	11:00 AM	Validity period:	21 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	
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(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session.
7	<input checked="" type="checkbox"/>	<p>The bidder must submit three (3) completed projects in the waste management industry with a minimum accumulated value of R3 000 000.00.</p> <p>The following documents must be submitted, in relation to the above:</p> <p>1. Signed appointment letter(s) by the employer with clear contract description, contract value, contract duration and contact details.</p> <p>OR</p> <p>2. Service Level Agreement with clear contract description, contract value, contract duration and contact details and signed by both parties.</p> <p>OR</p> <p>3. Purchase order(s) with clear contract description and contract value.</p> <p>Each of the above submitted documents must be accompanied by the reference letters, on the referee's letterhead and must be aligned to the submitted completed projects (with clear contract description, contract value, contract duration and contact details.).</p> <p>Failure to submit any of the above required documents will render the bid non-responsive and duly disqualified.</p>
8	<input checked="" type="checkbox"/>	<p>The bidder must provide valid proof of documentation in the name of the company for :</p> <p>1. Membership of Institute of Waste Management of Southern Africa (IWMSA) certificate.</p>
9	<input checked="" type="checkbox"/>	<p>Provide proof, in the name of the company or director, of at least two (2) RoRo removal trucks to be utilised for this contract.</p> <p>by providing proof of ownership and roadworthy certificates,</p> <p>OR</p> <p>a valid lease agreement signed by both parties (lessee and lessor).</p> <p>OR</p> <p>a signed letter of intent on the company's letterhead.</p>
10	<input checked="" type="checkbox"/>	<p>The bidder must submit a duly completed Pricing Schedule, Final Summary page and PA-32, invitation to bid form.</p> <p>Sub-Total on Pricing Schedules must be transferred to Final Summary Page, as indicated.</p> <p>Grand Total on the Summary Page must be transferred to the PA 32, invitation to bid form.</p> <p>Failure to transfer the grand total price from the pricing schedule final summary page to the invitation to bid form (PA32) will result to the bid being disqualified</p>



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11	<input checked="" type="checkbox"/>	Bidders must sign the attendance register at the compulsory site briefing meeting as proof of attendance at and the attendance register will be closed at the conclusion of the meeting. Failure to sign the attendance register will result in your bid being non-responsive.
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3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
8	<input checked="" type="checkbox"/>	The bidder is to provide valid proof in the name of the company or director, a certificate of Accreditation by the City of Cape Town for removal of waste.
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

<input checked="" type="checkbox"/>	4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable. Table 1		
	Serial No	Specific Goals	Preference Points Allocated out of 20
	1.	An EME or QSE or any entity which is at least 51% owned	10
			Documentation to be submitted by bidders to validate their claim
			<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit



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	by black people (Mandatory)		where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points	Documentation to be submitted by bidders to validate their claim
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		Allocated out of 10	
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable



5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address Custom's House Building. A non-refundable bid deposit of R 700.00 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Fernwood Parliamentary Sports Club on 21 October 2024 starting at 11:00. Venue Fernwood Parliamentary Sports Club, 27 Rhodes Avenue, Fernwood, Kirstenbosch. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Malcolm Swartz	Telephone no:	(021) 402 2249
Cellular phone no	072 714 0098	Fax no:	
E-mail	malcolm.swartz@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Boniwe Zungu	Telephone no:	(021) 402 2345
Cellular phone no		Fax no:	
E-mail	boniwe.zungu@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be submitted on the official forms

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X ATTENTION: PROCUREMENT SECTION: ROOM <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	DEPOSITED IN THE TENDER BOX AT: Front Entrance Customs House Building Lower Heerengracht Ground floor
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PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 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 consortium² will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.

- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			<p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer 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.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender 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 1,2 and 3 above 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 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Invitation to Bid: PA-32

PART A

INVITATION TO BID (EXEMPTION)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	CPTSC 18/24	CLOSING DATE:	04/11/2024	CLOSING TIME:	11:00AM
DESCRIPTION	36 MONTHS TERM-CONTRACT: INTEGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CUSTOMS HOUSE BUILDING, MAIN ENTRANCE, GROUND FLOOR, LOWER HEERENGRACHT, FORRESHORE, CAPE TOWN					
OR POSTED TO:					
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					
		TCS PIN:		OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		PUBLIC WORKS & INFRASTRUCTURE		CONTACT PERSON	
CONTACT PERSON		OWETHU ZIBAYA		TELEPHONE NUMBER	
TELEPHONE NUMBER				FACSIMILE NUMBER	
FACSIMILE NUMBER				E-MAIL ADDRESS	
E-MAIL ADDRESS		Email1@dpw.gov.za		malcolm.swartz@dpw.gov.za	

Invitation to Bid: PA-32

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPTSC 18/24

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
 ## State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: *CPTSC 18/24*

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REPUBLIC OF SOUTH AFRICA

**NATIONAL DEPARTMENT OF PUBLIC WORKS &
INFRASTRUCTURE**

CAPE TOWN REGIONAL OFFICE

FOR

INTEGRATED SOLID WASTE MANAGEMENT

IN WESTERN CAPE

FOR A PERIOD: 3 YEARS

CLOSING DATE:

TENDER NO:

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NB: It is entirely the responsibility of the bidder to ensure that he / she received this document in its entirety and that all pages are enclosed. Should anything not be clear, kindly contact Malcolm Swartz at (021) 402 2249.

DEFINITION

Waste:

- Waste for purposes of this contract shall mean any matter for which the current user has no further purpose. Animal, vegetable, paper, glass, plastics, metals, soil, cardboard, grass, tree trimmings, leaves, construction waste, ash, street sweepings textiles etc.
- Recyclable waste - waste that can be transformed into new products in such a manner that the original product loses its identity
- Waste spillage - any waste that is dislodged from containers and /or solid waste collecting equipment in the course of collection and disposal
- ISWM - Integrated Solid Waste Management
- ISWMC - Integrated Solid Waste Management Contracts
- ISWMP- Integrated Solid Waste Management Plan
- NDPWI - National Department of Public Works & Infrastructure
- DFFE - Department of Forestry, Fisheries and the Environment
- IWMSA - Institute of Waste Management of Southern Africa
- MRF - Material Recycling facility
- EPWP - Expanded Public Works Programme
- SPWP - Special Public Works Programme
- PTC - Project Training Coordinator/s
- PC Sums - Provisional cost / Provisional sums
- SL - Service level agreement

LEGISLATIVE DOCUMENTS

The following documents must be read and comply to, in conjunction with this bid.

- i) The Constitution of the Republic of South Africa (Act 108 of 1996)
- ii) National Environmental Waste Management: Act (Act 59 of 2008)
- iii) Environment Conservation Act (Act 73 of 1989)
- iv) National Environmental Management Act (Act 107 of 1998)
- v) Health Act (Act 63 of 1998)
- vi) National Water Act (Act 36 of 1998)
- vii) Local Government: Municipal Systems Act (Act 32 of 2000)
- viii) Provincial and Municipal laws and by-laws and any special requirements of the Local government authority.
- ix) Occupational Health and Safety Act no. 85 of 1993
- x) National Roads Traffic Act 93 of 1996 as Amended March 2000
- xi) White Paper on Integrated Pollution Control & Waste Management for South Africa (Government Notice 227 in Government Gazette 20978 of 2000/03/17 under section 2 of Environment Conservation Act 73 of 1989)
- xii) Hazardous Substances Act 15 of 1973

1 INVITATION

The National Department of Public Works & Infrastructure (NDPWI) is seeking to enter into an Integrated Solid Waste Management (ISWM) contract and invites qualifying Service providers, in terms of requirements of this bid.

• BACKGROUND

The Department of Public Works and Infrastructure is one of the ministries of the South African government. It is responsible for public infrastructure as well as providing accommodation and property management services to all the other ministries of the South African government. It is also responsible for promoting the national Expanded Public Works Programme and for encouraging the transformation of the construction and property industries in South Africa.

The Cape Town Regional Office of DPWI Logistics and Facility Management (FM) is responsible for waste management services. It is against this background that the (FM) is task with the responsibility to appoint a reputable Waste Management Service Provider to take the overall responsibility of waste management service at (is it for regional office or specific areas).

The successful Service Provider must display green business practices; Expanded Public Works Programme must be adhere to 35% labour intensity and technology that conserves resources and decreases the negative environmental impact of their operations.

The purpose of this intervention is to expose SMME's on the available opportunities for participating in the waste sector; the government support schemes for the sector; and the legislative framework governing the waste sector. The SMME's may participate, receive training and have access into various service areas within waste sector but not limited to:

- a. Recycling
- b. Waste to energy
- c. Landfill Gas projects
- d. Composting
- e. Material recovery

The waste sector has the potential to contribute in numerous ways to a green economy. Nevertheless, there is a need for the players in the sector to endorse and meet minimum social, environmental and economic standards and practices. The fundamentals of green economy that can financially support SMME's are based on the five capitals model of sustainable development and the principles of ecological economics. The five capitals model covers the natural capital, the human capital, the social capital, the manufactured capital and the financial capital.

2 DURATION OF CONTRACT

The contract will be performed from date of award for a period of 3 years.

3 SECURITY REQUIREMENTS

The successful Bidder will be subjected to security clearance that must include his personnel.

In the event the bidder's employee/s are denied security clearance, they will not be allowed in any of the government sites on this contract. It is the responsibility of the service provider to ensure adequate personnel for this contract are security cleared.

4 ENQUIRIES DURING BID

All enquiries must be in writing and submitted as early as possible before the closing date in order for the NDPWI to respond.

SCM Practitioner: Name: Boniwe Zungu e-mail: boniwe.zungu@dpw.gov.za

5 SITE CONDITIONS

Bidders must visit the various sites to familiarise themselves with the circumstances and conditions pertaining to the service.

6 INDEMNITY

The Bidder will be liable to protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Bidder.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Bidder is liable.
- c) Any claim by any third person including any employees of the Client or of the Bidder for any loss resulting from any bodily injury and or damage to property by any act or omission of the Bidder or any of its employees or agents.
- d) Loss of or damage to any moveable or immovable or personal property of, whether belonging to the successful bidder or not, related to various sites being serviced by this contract.

7 UNIT RATES / PRICES

Unit rates to include all labour, material, workmanship, equipment, transport and collection cost, necessary for the proper performance of the work. (Refer to pricing schedule)

8 FIXED PRICE CONTRACT

This contract is a fixed priced contract and no adjustments will be made for any increases or decreases on quoted rates, except for annual labour sectorial legislation increases and VAT rate adjustments.

9 DEFAULT / BREACH OF CONTRACT AND CANCELLATION OF THE CONTRACT

- 9.1** In the event that the Department fails to pay the Contractor without valid reason, for 90 days, the contractor may cancel the contract by giving the Department three (3) months written notice of such cancellation.
- 9.2** In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 9.3** Should the service provider fails to provide a service/s, a penalty to the cost of the equivalent amount of the service/s, which was to be rendered at site/s, will be implemented.
- 9.4** The Department reserves the right to terminate the contract in the event that the contractor fails to comply with applicable statutory obligations.
- 9.5** The Department reserves the right to terminate the contract in cases of persistent and unresolved complaints regarding poor service delivery by the contractor.
- 9.6** Notwithstanding any other provision contained herein, the Department will be entitled to terminate this contract in the event that at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.
- 9.7** For purposes of this contract a "written notification" will include a notification transmitted by e-mail or facsimile.

10 DISCLAIMER

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

11 SCOPE OF CONTRACT

The successful bidder will be expected to start immediately with the services upon receipt of his/her letter of appointment and upon instruction.

12 DESIGN AND QUALITY STANDARD OF VEHICLES AND CONTAINERS

12.1 *Vehicles*

Roro must have nets during transporting of waste to prevent waste from falling. This is a requirement for this contract.

Where there is hazardous waste, the transport thereof shall comply with the requirements of hazardous waste transportation regulations.

The vehicles must be properly maintained and be kept in a fully roadworthy condition, be cleaned regularly in accordance with any applicable health department regulation.

Each vehicle shall bear the name, logo and telephone number/contact number of the contractor prominently displayed.

Sufficient back up vehicles must be available to ensure that breakdowns do not disrupt the collection schedule.

12.2 *Waste containers (skips)*

All containers must be supplied by successful service provider and must remain the property of the successful service provider, unless otherwise specified and the successful service provider is responsible to maintain and disinfect containers.

Except where otherwise noted, all containers must be standard commercial – industrial type, of heavy gauge metal construction, leak-proof and designed for mechanised handling. All doors, lids, hinges, rollers, breaking devices and other moving parts must be maintained to keep containers serviceable.

Containers which are mounted on wheels must have a positive breaking/locking device to prevent inadvertent movement.

Containers must be freshly painted at the start of the contract and periodically during the term of the contract to maintain a pleasing appearance. Equipment used or supplied shall bear the Service Provider's name, logo and contact number of the contractor prominently displayed on each container.

No rusted skips will be allowed on site. Service providers will have 7 days to replace a waste container on notification from NDPWI, should the bin not meet the requirements of the contract.

12.3 *Food Services Containers*

The interior bottom and lower half of interior sides of all containers used in the collection of food services waste must be coated with a polymer-type coating specifically designed for the purposes of leak-proof and rustproofing.

13 HOURS OF OPERATION

- 13.1** Normal operating hours shall be Monday – Friday 06:00 – 19:00
- 13.2** Waste must be collected on all public holidays that fall on weekdays unless otherwise indicated.
- 13.3** No additional compensation for work performed outside regular working hours will be payable.
- 13.4** All above is subjected to and in conjunction with the User Department.

14 ROUTE AND COLLECTION SCHEDULES

Route and collection schedules will be determined by NDPWI and Service Provider in conjunction with the User Department.

15 COLLECTION AREAS

Collection areas will be maintained in a neat and orderly manner by the successful bidder. All waste within 15 meters of the collection area's must be removed including spillage and waste left or spilled in the area by the container user.

16 SHARED SAVINGS

The Bidder must on a monthly basis provide the department and local government authority with detailed information regarding the type of waste, recycled waste, and disposed waste to landfill sites and mass of loads removed from each area on each day. This information must further be separated into the various waste streams, eg. plastic, paper, tins, ect,. Failure to provide this information could result in the withholding of the monthly payment.

The bidder must provide the department with detailed information regarding the various waste streams per site. Based on the monthly report the waste shared saving will be 50/50 percent split between the department and the bidder. The bidder is to provide the department a detailed portfolio of evidence by showing the income received for the recycled waste.

17 OBSERVANCE OF HEALTH REGULATIONS

All regulations prescribed by the State Health Department or by the Local government authority concerned, which have a bearing on this contract, must be observed meticulously by the Bidder.

18 DAMAGE

The successful bidder must make good all damage, which may be caused by their employees within ten (10) working days of being given written notice to do so. If not, the expense of having the repairs affected will be for the successful bidders` account.

19 SUB-LETTING / SUB-CONTRACTING

APPOINTMENT OF INTERGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR 3 YEARS

No sub-letting or sub- contracting for the removal of waste from any premises will be permitted for this contract.

20 VARIATION IN CONTRACT

Should any of the premises served by this contract be vacated or should the service for any other reason become wholly unnecessary the Bidder agrees to claim no payment in respect of such centre and the contract shall be considered as cancelled in respect of such centre.

Should any new premises be added or any existing premises request additional service, rates on schedule 1 (Schedule of prices for additional work) would apply.

21 PAYMENT

- a) The Service Provider shall be paid **monthly in arrears** on submission by him of a detailed **Original Invoice** for services rendered.
- b) All payments shall be accompanied by a monthly statistical report per site, failing to comply, may result in delays in payment.
- c) A detailed job card/pick up card/delivery note must accompany the invoice which shall be certified by the person/s in charge of the relative institution or his nominated deputy, with **his full name, signature and contact details**, to the effect that the quantities reflected thereon are correct and that the service has been performed satisfactorily.
- d) Separate invoices per user department shall be provided. Invoicing shall be detailed and include property codes, property description, container size, number of times serviced, number of removals per month, etc.
- e) Invoices and job cards/pick up card/delivery note must be placed in a sealed envelope addressed to The Department of Public Works and Infrastructure and deposited in the invoice boxes provided on the ground floor, Customs House. Alternatively the invoices must be posted to the following address

The Department of Public Works & Infrastructure
Private Bag X9027
Cape Town
8000
- f) The Service provider shall receive payment for **work actually performed in accordance with the ISWP**. No liability or responsibility whatsoever shall be accepted by the government in respect of extra removals effected by the Bidder unless such extra removals have been ordered in writing by the National Department of Public Works & Infrastructure.
- g) Payment shall be effected by electronic funds transfer (EFT) into the bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- h) The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other monies payable in accordance with

applicable laws.

22 PRICING SCHEDULES

All quantities in this tender is fixed as inserted in order to obtain competitive bids. The department may on request to increase or decrease services during the duration of the contract. The scope of work, description and services as provided in the pricing schedule by the bidder/bidders without altering tariffs.

The Director-General of NDPWI or his delegated authority will be at liberty to call for such adjustment/s of individual prices being considered if necessary.

23 SOCIO-ECONOMIC IMPACT

NDPWI will provide comprehensive proposals regarding EPWP as to how they are going to utilise this contract to contribute towards enterprise development through recycling economy including creation of green jobs on waste and recycling.

Bidders must be mindful that the youth, women and disabled must be considered.

The successful bidder will have to report on the achievements of these socio-economic objectives.

EPWP: The following Specification is divided into the following compliance categories that must be fulfilled:

1. EPWP NYS Specification
2. EPWP Reporting requirements

CONTENTS

SL 01	Scope
SL 09	Payment of Training Provided on Youth Participants
SL 10	Payment Deductions
SL 11	Profit and Attendance
SL 12	Payment of Travelling Services Off and on-Site
SL 13	Employment And Payment of Youth Participants that are paid stipends
SL 14	Provision of EPWP Designed Safety Clothing
SL 15	Provision of Small Tools
SL 16	Appointment of Youth Project Coordinator/S
SL 17	Liaison with Service Provider/S
SL 18	Logistics for Exit Workshops
SL 19	EPWP Reporting System Requirements

SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work done on this project.

The Accredited Training Provider will have to conduct training of the youth employed and contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have to provide the Contractor at all times with an update on youth training each have received.

The Contractor will be required in both classroom training and on-site training exposure to employ all of the youth for a minimum period of 12 months. Furthermore, the Contractor will be required to avail services of an adequately qualified supervisor specifically for EPWP NYS youth Participants to act as their mentor for the duration of on-site training. The contractor is not required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET: NUMBER OF YOUTH PARTICIPANTS)

09.01.01 ORIENTATION AND LIFE SKILLS

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and

during the period of rendering service. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the rendering of service and the opportunities for Participants.

09.01.02 TECHNICAL SKILLS TRAINING

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities elsewhere and or as semi-skilled labourers. Such training will comprise of an off-site theoretical and simulation theory regarded herein as component 1 that will be undertaken by accredited private and or public training institution. The training undertaken through public training institution will provide youth only with fees for once off per subject level payment and stipends payments.

The service providers will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure. The programme will consist of this on-site practical work regarded herein as component 2 under the supervision of the employer for the earmarked youth. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements is met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and NDPWI. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to NDPWI by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants shall provide youth Participants with on and or off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP–NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months minimum appointment for youth Participants. The submission of attendance registers by contractor to NDPWI is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per NDPWI corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for

whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR/S

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed by EPWP-NYS Office and will act as Participant Liaison Officer to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to reside within NDPWI Offices in order to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site of Youth by Contractors.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LIAISON WITH SERVICE PROVIDER

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training. The cost to be claimed under tendered rate should be supported by meeting agenda/s and resolutions and or meeting minutes.

SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue, hiring

requirements and decoration and entertainment items, etc.

SL 019. EPWP REPORTING SYSTEM REQUIREMENTS

The Project must be registered on the NDPWI EPWP reporting system by the public Body and report on:

- SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP participants.
- SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.
- SL 019.06** The reported information must be accompanied by:
1. Copies of ID (once off) when participants contracted,
 2. Beneficiary Contract of Employment (once off),
 3. Attendance registers (monthly) and
 4. Proof of Payment (monthly)
- SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

SCHEDULE A: SCHEDULE OF PRICES FOR ADDITIONAL WORK

**SCHEDULE A
MUST BE COMPLETED BY ALL BIDDERS**

GENERAL

Waste removals at any new premises or any existing premises requesting additional service previously excluded from schedule B to be added to the contract, the rates in schedule A would apply. Prices must be consistent with the bid prices. Where necessary the supply and removal of:

- | | | |
|------|--|---------|
| i) | 6 m³ skip bin | |
| | Monthly Rental | R _____ |
| | Price per bin per collection - Load Price | R _____ |
| ii) | 12 m³ bin | |
| | Monthly Rental | R _____ |
| | Price per RoRo per collection - Load Price | R _____ |
| ii) | 30 m³ RoRo bin | |
| | Monthly Rental | R _____ |
| | Price per bin per collection - Load Price | R _____ |
| iii) | Compactor 20 m³ | |
| | Monthly Rental | R _____ |
| | Price per bin per collection - Load Price | R _____ |
| iv) | Liquid waste removals (Non-hazardous). Removal per tank collection as and when required. To be disposed of in accordance with Municipal and Government Regulations. | |
| | Monthly Rental | R _____ |
| | Price per tank per collection - Load Price: Tank size _____ m ³ | R _____ |
| | Cost per _____ km | R _____ |
| v) | Liquid waste removals (Hazardous). Removal per tank collection as and when required. To be disposed of in accordance with Municipal and Government Regulations. | |
| | Monthly Rental | R _____ |
| | Price per tank per collection - Load Price: Tank size _____ m ³ | R _____ |
| | Cost per _____ km | R _____ |

SITES INFORMATION

1. DEPARTMENT OF PUPLIC WORKS AND INFRASTRUCTURE

59536/6: NDPWI: CUSTOMS HOUSE BUILDING
(Customs House, Heerengracht Road, Lower Adderley Street)

FERNWOOD ESTATE: KIRSTENBOSCH

ACACIA PARK:

2. DEPARTMENT OF CORRECTIONAL SERVICES

61665: CORRECTIONAL SERVICES: TOKAI: POLLSMOOR PRISON (OU KAAPSE WEG)

62079: CORRECTIONAL SERVICES: PAARL DRAKENSTEIN PRISON

06047: CORRECTIONAL SERVICES: VOORBERG PORTERVILLE PRISON

258099: CORRECTIONAL SERVICES: MONTE VISTA GOODWOOD PRISON

3. DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

282421: HOUTBAY HARBOUR

4. DEPARTMENT OF POLICE (SAPS)

262843: SAPS: MAITLAND SAPS GARAGE

304309: SAPS: PHILLIPPI TRAINING INSTITUTE (COLLEGE)
(c/o Church and Court Street)

063749: SAPS CENTRAL LIQUOR STORAGE FACILITY
(DF Malan 35 Squadron Station)

62201: SAPS: EPPING POLICE STATION

59367: SAPS: BISHOP LAVIS TRAINING COLLEGE (ACADEMY)

60115: SAPS: BELLVILLE POLICE STATION

SCHEDULE B: PRICING SCHEDULE

Bidders are requested to submit this schedule with their bids and the following schedule must be duly completed. It is the responsibility of the Bidder to visit all sites, before completing the pricing schedule as to have a clear understanding of equipment needed.

Unit rates to include all labour, material, workmanship, equipment, transport and collection cost, necessary for the proper performance of the work. (Refer to pricing schedule)

SITES	NR OF CONTAINERS REQUIRED		WASTE TYPE	RATE PER CONTAINER PER REMOVAL EXCLUDING VAT	ESTIMATE NR OF REMOVALS	OPERATIONAL COSTS PERCENT AGE (%)	MARK-UP/ PROFIT PERCENT AGE (%)	TOTAL PRICE FOR 3 YEARS EXCLUDING VAT R c
	Type	Nr						
CORRECTIONAL SERVICES: POLLSMOOR PRISON								
RDF (Kitchen)	6m³ skip (with lid)	1	Wet & General	R	Twice a week	%	%	R
RDF	6m³ skip	1	General	R	Twice a week	%	%	R
Medium A	6m³ skip	1	General	R	Twice a week	%	%	R
Medium A	12m³ skip	1	General	R	Twice a week	%	%	R
Medium B	6m³ skip	1	General	R	Twice a week	%	%	R
Medium B	12m³ skip	1	General	R	Twice a week	%	%	R
Medium C	6m³ skip	1	General	R	Twice a week	%	%	R
Medium C	12m³ skip	2	General	R	Twice a week	%	%	R
Bar	6m³ skip	1	General	R	Once a week	%	%	R
Agriculture	6m³ skip	1	General	R	Once a week	%	%	R
Maintenance	6m³ skip	1	General	R	Once a week	%	%	R
Prison Centre for Females	6m³ skip	1	General	R	Once a week	%	%	R
Male Single Quarters	6m³ skip	1	General	R	Twice a week	%	%	R
Female Single Quarters	6m³ skip	1	General	R	Once a week	%	%	R
NDPWI: CAPE TOWN: CUSTOM BUILDING	6m³ skip	1	General	R	Once a week	%	%	R
NDPWI: FERNWOOD ESTATE	30m³ RoRo	1	General	R	Once a week	%	%	R
NDPWI: ACACIA PARK: NURSERY	30m³ RoRo	1	General	R	Once a week	%	%	R
DFFE: HOUT BAY HARBOUR	15m³ RoRo	1	General	R	Three times a week	%	%	R
Total to be carried forward to Summary page (p. 22): Sub Total =								R

APPOINTMENT OF INTEGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR 3 YEARS

SCHEDULE B: PRICING SCHEDULE (continued)

SITES	NR OF CONTAINERS REQUIRED		WASTE TYPE	RATE PER CONTAINER PER REMOVAL EXCLUDING VAT	ESTIMATE NR OF REMOVALS	OPERATIONAL COSTS PERCENT AGE (%)	MARK-UP/ PROFIT PERCENT AGE (%)	TOTAL PRICE FOR 3 YEARS EXCLUDING VAT
	Type	Nr						R c
SAPS: BELLVILLE PROVINCIAL LOGISTICS	12m³ skip	1	General	R	Once a week	%	%	R
SAPS: BISHOP LAVIS POLICE TRAINING COLLEGE	12m³ skip	3	General	R	Once a week	%	%	R
SAPS: EPPING POLICE STATION	6m³ skip	1	General	R	Twice a week	%	%	R
SAPS CENTRAL LIQUOR STORAGE FACILITY:	6m³ skip	1	General	R	Once a week	%	%	R
DF MALAN 35 SQUADRON STATION	6m³ skip	3	General	R	Three time a week	%	%	R
SAPS: PHILLIPPI TRAINING INSTITUTE (COLLEGE)	12m³ skip	2	General	R	Once a week	%	%	R
SAPS: MAITLAND SAPS GARAGE								
CORRECTIONAL SERVICES: PAARL DRAKENSBURG PRISON								
Workshop	30m³ RoRo	1	General	R	Once a week	%	%	R
Maximum Kitchen	30m RoRo	1	General	R	Once a week	%	%	R
Medium A	15m RoRo	1	General	R	Once a week	%	%	R
Maintenance	12m skip	1	General	R	Once a week	%	%	R
Building Training Section	12m skip	1	General	R	Once a week	%	%	R
Flats	12m³ skip	1	General	R	Once a week	%	%	R
Abettor	6m³ skip (with lid)	2	Abettor	R	Twice a week	%	%	R
CORRECTIONAL SERVICES: MONTE VISTA GOODWOOD PRISON	12m³ skip	2	General	R	Once a week	%	%	R
CORRECTIONAL SERVICES: VOORBERG PORTERVILLE PRISON	30m³ RoRo 6m³ skip (with lid)	2 2	General Abettor	R R	Once a week Twice a week	% %	% %	R R
Total to be carried forward to Summary page (p. 22): Sub Total =								R

**SCHEDULE C: EXPANDED PUBLIC WORKS PROGRAMME:
NATIONAL YOUTH SERVICE**

PC Sums = Provisional cost / Provisional sums
SL = Service level agreement

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200	<u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS INFRASTRUCTURE PROJECTS</u> Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly (SL 06.01)				
200,01	<u>TRAINING OF YOUTH WORKERS</u> (TARGET: 20 YOUTH WORKERS) <u>Orientation, Life skills development and technical training:</u>				
200.01.01	Orientation and Life skills development training for an average of 10 days and a Technical Training skills for an average of 88 days per youth worker (ref. SL 09.01.01 and ref. SL 09.01.02).	PC Sum			R414 724.60
200.01.02	Provide Medical Surveillance	PC Sum			R9 940.67
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 010)	Youth-worker	-R2 500.00		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above) (ref. SL 011)	%	R424 665.00	_____ %	R_____
200,02	<u>EMPLOYMENT OF YOUTH WORKERS AND TRAVELING DURING ON-SITE TRAINING</u>				
200.02.01	Employment of youth workers (ref. SL 012 and ref. SL 013) The unit of measurement shall be the number of youth workers at the labour rate of R121.28 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months appointment for youth workers. The traveling is based on R63.00 per day return trip/youth worker.	PC Sum			R807 140.74
200.02.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	%	R807 140.74	_____ %	R_____
200,03	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS, AND PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u>				
200.03.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers. Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 014 and ref. SL 015)	PC Sum			R59 644.00
200.03.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	%	R59 644.00	_____ %	R_____

**APPOINTMENT OF INTERGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR
3 YEARS**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200,04	<u>APPOINTMENT OF YOUTH TRAINING COORDINATOR AND / YOUNG PROFESSIONALS</u>				
200.04.01	Appointment of Youth Training Coordinator/s for the duration of the contract (ref. SL 016)	PC Sum			R178 728.00
200.04.02	Appointment of Young Professional/s within the contract	PC Sum			R541 920.00
200.04.03	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	%	R720 648.00	_____ %	R_____
200,05	<u>LOGISTICS FOR EXIT WORKSHOPS (ref. SL 17)</u>				
200.05.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC Sum	1	R31 500.00	R31 500.00
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 011)	%	R31 500.00	_____ %	R_____
SUB-TOTAL CARRIED FORWARD TO SUMMARY PAGE 22					R

**FAILURE TO TRANSFER SUB-TOTAL OFFER ON FINAL SUMMARY PAGE TO PA-32
WILL RESULT IN ELIMINATION.**

NOTE: Profit and attendance must be completed in percentage only % to include mark-ups, operational costs and bank transaction charge percentages.
(e.g.: R5 000.00 x 20% = R1 000.00)

**APPOINTMENT OF INTERGRATED SOLID WASTE MANAGEMENT (ISWM RECYCLING) FOR
3 YEARS**

SUMMARY PAGE

The total bid price for this service must include all labour, transport, overheads, equipment, profit, material, etc. required for the proper execution of the work and shall be carried over to the Bid Form which must be returned together with this document.

The bidder must fill in this **summary page** in full.

		PAGE	AMOUNT
Schedule B: Pricing Schedule	Sub-total	18	R
Continued Schedule B: Pricing Schedule	Sub-total	19	R
Schedule C: EPWP	Sub-total	20-21	R
Value-added Tax (15%)			R
GRAND TOTAL :			R

**NB: FAILURE TO TRANSFER THE GRAND TOTAL AMOUNT TO PA-32
WILL DISQUALIFY YOUR BID**