ENVIRONMENTAL RESOURCES AND WASTE MANAGEMENT DEPARTMENT

CONTRACT NUMBER: A-EWM 08- 2023

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

Issued by: Department of Finance
Tender Office
Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)
Germiston
1400
Use entrance at 65 FH Odendaal Street
Tel: (011) 999-6540/6567
Fax: (011) 999-7511

Prepared by: DEPT OF ENVIRONMENTAL RESOURCE AND WASTE MANAGEMENT:
Waste Management Division
P. O. Box 215
Boksburg
1460

Prepared for: DEPT OF ENVIRONMENTAL RESOURCE AND WASTE MANAGEMENT:
Head Office
P. O. Box 215
Boksburg
1460

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.):

________________________________________________________________________________________

Telephone Number: ________________________________________________________________

Email Address: ________________________________________________________________

Fax Number: ________________________________________________________________
CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

CLOSING DATE:
14 AUGUST 2023
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, CONTRACT NUMBER: A-EWM 08-2023 and placed in Bid Box Number ONE (01), Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than the closing date and time as advertised, at which hour the bids will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

1. FORM OF BID - Declaration - WHITE
2. FORM “A” - Procurement Form of Bid - WHITE
3. FORM “B” - Declaration of Interest - WHITE
4. FORM “C” - Declaration for Procurement above R10 Million - WHITE
5. FORM “D” - Declaration of Bidder’s Past SCM Practices - WHITE
6. FORM “E” - Certificate of Independent Bid Determination - WHITE
7. FORM “G” - Declaration for municipal accounts - WHITE
8. FORM “H” - Declaration for municipal accounts where bids are expected to exceed R10 million - WHITE
9. FORM “I” - Specification - WHITE
10. FORM “J” - Variations and Omissions - WHITE
11. FORM “K” - Schedule of Prices - WHITE
12. FORM “L” - General Conditions of Contract - WHITE
13. FORM “M” - Special Conditions and Undertakings - WHITE
14. FORM “N” - Contract form - Rendering of services (Part 1) - WHITE
15. FORM “N” - Contract form - Rendering of services (Part 2) - WHITE
NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

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

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

2. Non-compliance with the Value Added Tax Act, 1991; i.e. In terms of this Act it is mandatory for any business to register for VAT if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million.

NB: Bidder/s failing to comply with this provision of the Value Added Tax Act, 1991 WILL NOT BE CONSIDERED, therefore rejected.

3. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid must be indicated on the bid document and must be submitted and completed in full. All bidder’s information must be accurate and correct.

4. In the event of a failure to complete and sign in full the schedule of quantities as required.

5. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.

6. In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.

7. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)

8. If particulars required in respect of the bid have not been completed, except if only the specific goal/s as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.

9. Non-compliance with the Amended B-BBEE Codes of Good Practice, i.e., an EME is required to obtain an original sworn affidavit/ certified copy of the sworn affidavit or certificate from the Companies and Intellectual Property Commission (CIPC) on an annual basis, confirming the following:

- Annual total turnover based on the EME threshold (being an annual turnover below R 10 million)
- Level of Black ownership
Any misrepresentation of this constitutes a criminal offence as set out in the B-BBEE Act (as amended) and could lead to prosecution.

10. If the bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.

11. If the bid has either been submitted in the wrong bid box or after the relevant closing date and time.

12. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

13. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
   (a) who is in the service of the state, or;
   (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
   (c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

15. If the bidder is not registered in the required CDB contractor grading designation (category) or higher, if required in this bid documentation.

16. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

17. If the bidder has abused the COE’s Supply Chain Management System and action was taken in terms of paragraph 38 of the COE SCM Policy.

18. In the event of non-submission of three (03) Annual Financial Statements if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
   (18.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
   (18.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
(18.3). A **complete set** of Annual financial statements submitted must comply with the City’s requirements.

**A complete set of financial statements comprises:**

(a) a statement of financial position as at the end of the period;
(b) a statement of profit or loss and other comprehensive income for the period;
(c) a statement of changes in equity for the period;
(d) a statement of cash flows for the period.
(e) notes, comprising significant accounting policies and other explanatory information;
(f) comparative information in respect of the preceding period.

(18.4). If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.

(18.5). If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected.

19. If the bidder has **failed to submit** ALL required documents as specified on the bid document.

20. If the following have not been **fully completed** and **signed**:

<table>
<thead>
<tr>
<th>FORM OF BID</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORM OF BID</td>
<td>General Declaration</td>
</tr>
<tr>
<td>FORM “B”</td>
<td>Declaration of Interest</td>
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<td>FORM “C”</td>
<td>Declaration for Procurement above R10 Million (if applicable)</td>
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<td>FORM “D”</td>
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<td>FORM “H”</td>
<td>Declaration for municipal accounts where bids are expected to exceed R10 million</td>
</tr>
</tbody>
</table>
NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
1.2. BID, TENDER AND VARIATIONS THEREOF
1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.

3. The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV’s if not specifically requested.

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.
CITY OF EKURHULENI

Bids are hereby invited for the following:
ENVIRONMENTAL RESOURCES AND WASTE MANAGEMENT DEPARTMENT
Waste Management Division

CONTRACT NO.: A-EWM 08- 2023
DESCRIPTION: The appointment of bidders for Management and Rendering of Comprehensive Refuse Removal Services Including Recycling In Specified Informal Settlements within the City of Ekurhuleni from date of award until 30 June 2026
CLOSING DATE: 14 AUGUST 2023

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of 90 points for bid price and a maximum of 10 points for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the CONTRACT NUMBER AND DESCRIPTION and placed in bid box number ONE (01), on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than 10:00 on 14 AUGUST 2023. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.

Enquiries must be directed to Mr. Hudson Mboweni at e-mail address Hudson.Mboweni@ekurhuleni.gov.za

Bidder’s attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

DR. I. MASHAZI
CITY MANAGER
COE
You are hereby invited to bid for requirements of the City of Ekurhuleni

**Bid Number:** A-EWM 08-2023  
**Closing Date:** 14 August 2023  
**Closing Time:** 10:00

**Description:** The appointment of bidders for Management and Rendering of Comprehensive Refuse Removal Services Including Recycling In Specified Informal Settlements within the City of Ekurhuleni from date of award until 30 June 2026

**The Successful Bidder will be required to fill in and sign a written contract form (MBD 7).**

Bid response documents may be deposited in the bid box situated at (street address)

**Golden Heights**

141 Victoria Street (Corner Victoria and F H Odendaal Streets)  
Use entrance at 65 FH Odendaal Street

**Germiston**

1400  
**Use entrance at 65 FH Odendaal Street**

**Supplier Information**

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Postal Address</th>
<th>Street Address</th>
<th>Telephone Number</th>
<th>Code</th>
<th>Number</th>
</tr>
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<th>Cellphone Number</th>
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<th>Facsimile Number</th>
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<th>VAT Registration Number</th>
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<tr>
<th>Tax Compliance Status</th>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
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<tr>
<th>B-BBEE Status Verification Certificate [Tick Applicable Box]</th>
<th>B-BBEE Status Original Sworn Affidavit</th>
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<tr>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>No</td>
<td>No</td>
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**[A B-BBEE Status Verification Certificate/ Original Sworn Affidavit or Certified Copy of the Sworn Affidavit or a Certified Copy Thereof (for EMES & QSES) or a Certificate from the Companies and Intellectual Property Commission (CIPC) Must be Submitted in Order to Qualify for Preference Points (if applicable)]**

<table>
<thead>
<tr>
<th>Are You the Accredited Representative in South Africa for the Goods / Services / Works Offered?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>[If Yes Enclose Proof]</td>
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<table>
<thead>
<tr>
<th>Are You a Foreign Based Supplier for the Goods / Services / Works Offered?</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>[If Yes, Answer Part B:3]</td>
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<tr>
<th>Total Number of Items Offered</th>
<th>Total Bid Price (Incl VAT)</th>
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<table>
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<tr>
<th>Signature of Bidder</th>
<th>Date</th>
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</table>

**Capacity Under Which This Bid is Signed**

Bidding procedure enquiries may be directed to:  
**Department:** Finance  
**Contact Person:** Mr. Hudson Mbweni  
**Telephone Number:** 011 999 6540  
**Facsimile Number:** 011 999 7511  
**E-Mail Address:** Hudson.Mboweni@ekurhuleni.gov.za

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Facsimile Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winnie Majola</td>
<td>N/A</td>
<td>N/A</td>
<td><a href="mailto:Winnie.Majola@ekurhuleni.gov.za">Winnie.Majola@ekurhuleni.gov.za</a></td>
</tr>
</tbody>
</table>
# TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

1.1. **BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.**

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**

1.3. **THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**

## 2. TAX COMPLIANCE REQUIREMENTS

2.1. **BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.**

2.2. **BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.**

2.3. **APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.**

2.4. **FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.**

2.5. **BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.**

2.6. **IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.**

2.7. **WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**

## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. Is the entity a resident of the Republic of South Africa (RSA)?</td>
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<tr>
<td>3.2. Does the entity have a branch in the RSA?</td>
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<tr>
<td>3.3. Does the entity have a permanent establishment in the RSA?</td>
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<tr>
<td>3.4. Does the entity have any source of income in the RSA?</td>
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<tr>
<td>3.5. Is the entity liable in the RSA for any form of taxation?</td>
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</table>

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

### SIGNATURE OF BIDDER:

```
.................................................................
```

### CAPACITY UNDER WHICH THIS BID IS SIGNED:

```
.................................................................
```

### DATE:

```
.................................................................
```
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ...........................................................................................................

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as “the bidder”):

(a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as “the COE”] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;

(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

(c) further agree to be bound by those conditions, set out in, “FORM OF BID AND FORMS A - N”, attached hereto, should this bid be accepted in whole or in part;

(d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;

(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;

(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;

(h) acknowledge that the information furnished is true and correct;

(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;
(j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

(l) declare that the signatory to the bid document is duly authorised; and

(m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.

(n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

(o) declare that the following responses to be true and correct:
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?
(Tick applicable box)

YES NO

If YES, the following information must be supplied:
1. The name(s) of the other Bidder(s) involved
   ....................................................................................................................
   ....................................................................................................................
   ....................................................................................................................

2. The full details of the Bidder(s) participation
   ....................................................................................................................
   ....................................................................................................................
   ....................................................................................................................

(p) declare that all of the information furnished is true and correct

Signed at .......................................................... this .............. day
of ..........................................................
20........

Name of Authorised Person: .........................................................................................

Authorised Signature: ..................................................................................................

Name of Bidding Entity: ................................................................................................

Date: ..........................................................................................................................

As witness: 1.

.................................................................................................................................
**PLEASE NOTE:**

- The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.
- Bidders must sign the Form of Bid as well as Form “K” (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected, except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.
PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement
   Bids will be adjudicated in terms of inter alia:
   - Compliance with bid conditions
   - Technical specifications
   If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 to 5 examples.

2. Plant and equipment (owned or leased)
   Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:
   - Physical facilities
   - Plant and equipment available for the contract owned by the bidder
   - Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload
   Evaluation of the bid’s position in terms of:
   - Previous and expected current annual turnover
   - Current contractual obligations
   - Capacity to execute the contract

4. Staffing profile
   Evaluation of the bid’s position in terms of:
   - Staff available for this contract being bid for
   - Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience/Capability/Company Experience
   Evaluation of the bid’s position in terms of his previous experience. Emphasis will be placed on the following:
   - Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract
Evaluation of the bid’s financial ability to execute the contract. Emphasis will be placed on the following:
- Surety proposed
- Estimated cash flow
- Contact the bidder’s bank manager to assess the bidder’s financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Central Supplier Database (CSD)
In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:
If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System
Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION
The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where
applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:
- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
- 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.
1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) Specific goal/s.
1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td>(90).</td>
</tr>
<tr>
<td>1.3.1.2 SPECIFIC GOAL/S</td>
<td>(10).</td>
</tr>
</tbody>
</table>

Total points for Price and Specific Goal/s must not exceed 100

1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS
2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
2.3 “specific goals” means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
2.4. “Historically Disadvantaged Individual (HDI)” means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. (Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)

2.5. “Youth” means an individual between the ages of 18 and 35.

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

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

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

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

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

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

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

2.13. “non-firm prices” means all prices other than “firm” prices;

2.14. “person” includes a juristic person;

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

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

2.17. “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where:

\[
Ps = \text{Points scored for comparative price of bid under consideration}
\]

\[
Pt = \text{Comparative price of bid under consideration}
\]

\[
P_{\text{min}} = \text{Comparative price of lowest acceptable bid}
\]

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

\[
Ps = 80 \left(1 + \frac{Pt - P_{\text{max}}}{P_{\text{max}}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{\text{max}}}{P_{\text{max}}} \right)
\]

Where:

\[
Ps = \text{Points scored for comparative price of bid under consideration}
\]

\[
Pt = \text{Comparative price of bid under consideration}
\]

\[
P_{\text{max}} = \text{Comparative price of highest acceptable tender.}
\]

5. Points awarded for Specific Goal/s

5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

<table>
<thead>
<tr>
<th>SPECIFIC GOAL REQUIREMENT</th>
<th>EVIDENCE REQUIRED</th>
<th>POINTS ALLOCATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 EME and/or QSE</td>
<td>Original Sworn Affidavit/Certified copy of the sworn affidavit or BBBEE certificate</td>
<td>3</td>
</tr>
<tr>
<td>2 Enterprise situated within the</td>
<td>Municipal account/Lease agreement/affidavit – must be in the name of the</td>
<td>5</td>
</tr>
<tr>
<td>SPECIFIC GOAL REQUIREMENT</td>
<td>EVIDENCE REQUIRED</td>
<td>POINTS ALLOCTAED</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Ekurhuleni demarcation.</td>
<td>Enterprise</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NB: Municipal account must not be older than 3 months</td>
<td></td>
</tr>
<tr>
<td>An enterprise which is at least 50% owned by Historically Disadvantaged Individuals</td>
<td>Identity document <em>(certified not older than 6 months)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original/Certified Medical Certificate <em>(certified not older than 6 months)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>with the following information:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Name of practitioner,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Practitioner number,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Doctor's contact details,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Details of the condition,</td>
<td></td>
</tr>
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<td></td>
<td>e) Date,</td>
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<td></td>
<td>f) Signature,</td>
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<td>g) Stamp and</td>
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<tr>
<td></td>
<td>h) Patient's name.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Persons living with disabilities)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Company Share Certificate and/or Directorship Composition from CIPC or a Member’s Interest Certificate for a Registered CC</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL SPECIFIC GOAL POINTS | 10

NB: All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point’s allocation purposes.

5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.

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

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.
5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. **BID DECLARATION**

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

<table>
<thead>
<tr>
<th>SPECIFIC GOAL</th>
<th>EVIDENCE</th>
<th>POINTS CLAIMED</th>
</tr>
</thead>
<tbody>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

7. **SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 **SPECIFIC GOAL/S**: ……………… = …………… (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8. **DECLARATION WITH REGARD TO BIDDING ENTITY**

8.1 Name of bidding entity: ……………………………………………………………………………………. 

8.2 VAT registration number: …………………………………………………………………………………….. 

8.3 Registration number of bidding entity: ……………………………………………………………………… 

8.4 **TYPE OF ENTITY**
[TICK APPLICABLE BOX]
- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify) …………………………

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**
…………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………

8.6 **CLASSIFICATION**
[TICK APPLICABLE BOX]
- Manufacturer
- Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION
Municipality where business is situated ..........................................
Consumer Account Number ..................................................
Stand Number .................................................................

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?
Date of Registration___________;
Date on which bidder commenced business, if different from
date of registration____________.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder,
certify that the points claimed, based on the specific goal/s indicated in paragraph 7
of the foregoing certificate, qualifies the bidder for the preference(s) shown and I /
we acknowledge that:
(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General
Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as
shown in paragraph 7, the contractor may be required to furnish
documentary proof to the satisfaction of the purchaser that the claims are
correct;
(iv) If it is detected that false information regarding the specific goal/s, local
production content, or any other matter which will affect or has affected the
evaluation of the tender, or where the tender has failed to declare any
subcontracting arrangements, the purchaser may, in addition to any other
remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a
result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as
a result of having to make less favourable arrangements due to
such cancellation;
(d) restrict the bidder/ contractor, its shareholders and/or directors, or
only the shareholders and/or directors who acted on a fraudulent
basis, from obtaining business from any organ of state for a period
not exceeding 10 years, after the audi alteram partem (hear the
other side) rule has been applied; and
(e) forward the matter for criminal prosecution
WITNESSES:

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

SIGNATURE(S) OF BIDDER(S)

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

DATE: ..................................

ADDRESS: .............................

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

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

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 NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box
(IF YES ENCLOSE PROOF)
2. Legal entity: Mark with an X.

| Sole proprietor |  |
| Partnership     |  |
| Close corporation |  |
| Company         |  |
| Joint venture/Consortium |  |
| Trust           |  |
| Tertiary Institution |  |
| Public Entity   |  |

3. In the case of a Joint venture/Consortium, provide details on joint venture/consortium partners:

<table>
<thead>
<tr>
<th>Joint venture/Consortium member</th>
<th>Type of entity (as defined above)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

4. Income tax reference number: *(COMPULSORY)*
   (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

   ______________________________      _________________________
   ____________________________       ________________

5. VAT registration number *(COMPULSORY)*:
   (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

   ______________________________      _________________________
   ____________________________       ________________
6. Company, close corporation, or trust registration number (COMPULSORY):
   (In the case of a joint venture, provide for all joint venture members)

   ___________________________________  _________________________
   ___________________________________  _________________________

7. Details of proprietor, partners, closed corporation members, company directors, or trustees
   indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:
   • Written authority of each JV / consortium partner, for authorized signatory.
   • The joint venture/ consortium agreement.

9. For Trusts the following must be attached
   a. Certified copy of the trust deed;
   b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property
      Control Act, Act No.57 of 1988
   c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign
      the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON : ..........................................................

DATE : ..........................................................
DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Identity Number</th>
<th>Relevant qualifications and experience</th>
<th>Years of relevant experience</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
DETAILS OF BIDDING ENTITY’S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<table>
<thead>
<tr>
<th>DESCRIPTION OF BANK DETAIL</th>
<th>BANK DETAILS APPLICABLE TO BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bank</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td></td>
</tr>
<tr>
<td>Branch name</td>
<td></td>
</tr>
<tr>
<td>Branch code</td>
<td></td>
</tr>
<tr>
<td>Street address</td>
<td></td>
</tr>
<tr>
<td>Postal address</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td>(       )</td>
</tr>
<tr>
<td>Fax number</td>
<td>(       )</td>
</tr>
<tr>
<td>Account number</td>
<td></td>
</tr>
<tr>
<td>Type of account, (i.e. cheque account)</td>
<td></td>
</tr>
</tbody>
</table>
The parties hereto form a Joint Venture/Consortium for the purpose of jointly bidding and obtaining the award of contract for THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026 and of jointly performing such contract.

The share of the partners in the Joint Venture/Consortium shall be:

Full Name and address of Lead enterprise


Full Name and address of 2nd enterprise


Full Name and address of 3rd enterprise


The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder
The work undertaken by the Joint Venture/Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner…………………………………………………………

Name ..............................................................................................................

Designation .................................................................................................

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

Authorised Signature of 2nd Partner…………………………………………………

Name ..............................................................................................................

Designation .................................................................................................

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

Authorised Signature of 3rd Partner…………………………………………………

Name ..............................................................................................................

Designation .................................................................................................

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

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures
<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Area (m²)</th>
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**MINIMUM REQUIREMENTS**

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MINIMUM REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure and resources available –</td>
<td>1. TLB / Front End Loader (x2)</td>
</tr>
<tr>
<td>Plant and Equipment (owned or leased)</td>
<td>2. 6m³ /10m³ Tipper Trucks not older than 5 years (x2)</td>
</tr>
<tr>
<td></td>
<td>3. 19m³ REL Compactor not older than 5 years (x1)</td>
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<tr>
<td></td>
<td>4. 8 Ton Truck or 2X 4 Ton Truck not older than 5 years (x1)</td>
</tr>
<tr>
<td></td>
<td>5. Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years (x1)</td>
</tr>
</tbody>
</table>

**REQUIRED DOCUMENTS:**

**BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available –**

**Plant and Equipment (owned or leased):**

- Proof of ownership or lease agreement or intent to lease letter (completed and signed by lessor) with NATIS vehicle certificate of registration for all the vehicles/ equipment listed as the minimum requirement.
  - TLB / Front End Loader (x2)
  - 6m³ /10m³ Tipper Trucks not older than 5 years (x2)
  - 19m³ REL Compactor not older than 5 years (x1)
  - 8 Ton Truck or 2X 4 Ton Truck not older than 5 years (x1)
  - Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years (x1)

**NB! Failure to submit the above-mentioned documents will result in disqualification.**
**Plant / Equipment**

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

<table>
<thead>
<tr>
<th>Description : Owned Plant / Equipment</th>
<th>Number of units</th>
</tr>
</thead>
<tbody>
<tr>
<td>TLB / Front End Loader</td>
<td></td>
</tr>
<tr>
<td>6m³ /10m³ Tipper Trucks not older than 5 years</td>
<td></td>
</tr>
<tr>
<td>19m³ REL Compactor not older than 5 years</td>
<td></td>
</tr>
<tr>
<td>8 Ton Truck or 2X 4 Ton Truck not older than 5 years</td>
<td></td>
</tr>
<tr>
<td>Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description : Owned Plant / Equipment (continued)</th>
<th>Number of units</th>
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</table>

<table>
<thead>
<tr>
<th>Description : Hired Plant / Equipment</th>
<th>Number of units</th>
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</thead>
<tbody>
<tr>
<td>TLB / Front End Loader</td>
<td></td>
</tr>
<tr>
<td>6m³ /10m³ Tipper Trucks not older than 5 years</td>
<td></td>
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<tr>
<td>19m³ REL Compactor not older than 5 years</td>
<td></td>
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<tr>
<td>8 Ton Truck or 2X 4 Ton Truck not older than 5 years</td>
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<tr>
<td>Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years</td>
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<tr>
<td>Description: Hired Plant / Equipment</td>
<td>Number of units</td>
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</table>
**MINIMUM REQUIREMENTS**

<table>
<thead>
<tr>
<th>Evaluation aspect</th>
<th>Minimum requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).</td>
<td>R 2 000 000</td>
</tr>
</tbody>
</table>

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

Size of enterprise and current workload

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

List your current contracts and obligations

<table>
<thead>
<tr>
<th>Description</th>
<th>Value (R)</th>
<th>Start date</th>
<th>Duration</th>
<th>Expected completion date</th>
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</table>

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? ____________________________________________________________
**SMME STATUS - (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following

<table>
<thead>
<tr>
<th>Sector/Sub-Sector in accordance with the Standard Industrial Classification</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Total Full-time Equivalent of paid Employees</td>
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<tr>
<td>Total Annual Turnover</td>
<td></td>
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<tr>
<td>Total Gross Asset Value</td>
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<tr>
<td>Size or Class (Medium, Small, Very Small, Micro)</td>
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</tbody>
</table>

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY .................................................................

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Position occupied in Enterprise</th>
<th>Identity number</th>
<th>Citizenship</th>
<th>Gender Male / Female</th>
<th>Race</th>
<th>HDI Status (Y/N)</th>
<th>%Owned by HDI's</th>
<th>% Owned by Women</th>
<th>% Owned by Black</th>
<th>% Owned by White</th>
<th>% Owned by Disabled</th>
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PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS
CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

..............................................  ..............................................
Capacity                  Name of Bidding Entity
Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

<table>
<thead>
<tr>
<th>Own staff</th>
<th>Number of staff</th>
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<tbody>
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<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MINIMUM REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing profile</td>
<td>Environmental Educator/Coordinator x1</td>
</tr>
<tr>
<td></td>
<td>- With an Environmental Management National Diploma</td>
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<tr>
<td></td>
<td>- 3 years’ experience in Environmental Education</td>
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<tr>
<td></td>
<td>Project Manager x1</td>
</tr>
<tr>
<td></td>
<td>- With a National Diploma</td>
</tr>
<tr>
<td></td>
<td>- 2 years’ experience in Project Management within the Waste Management Field</td>
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<tr>
<td></td>
<td>Office Administrator x1</td>
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<tr>
<td></td>
<td>- With a Matric Certificate</td>
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<td>- 1 year experience in Office Admin</td>
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<td></td>
<td>Occupational Health and Safety Officer x1</td>
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<tr>
<td></td>
<td>- National Diploma or Certificate in Safety Management</td>
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<td>- Registration with a Professional Body as a Safety Officer</td>
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<td>- 1 year experience in Safety Management</td>
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<td>Drivers (x8)</td>
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<td>- TLB – 2x Drivers/ Operators with a code C1 driver’s license.</td>
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<tr>
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<td>- Tipper Trucks – 2x Drivers with a code EC1 driver’s license with a valid PrDP</td>
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<td>- REL Compactor – 1x Driver with a code EC driver’s license with a valid PrDP</td>
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<td>- 8Ton/ 2x 4Ton – 2x Drivers with a code EC1 driver’s license with a valid PrDP</td>
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<td>- LDV – 1x Driver with a code B driver’s license.</td>
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</table>
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>NAME &amp; SURNAME</th>
<th>NATIONALITY:</th>
<th>SUMMARY OF QUALIFICATIONS</th>
<th>NQF Level</th>
<th>NUMBER OF YEARS OF EXPERIENCE</th>
<th>EXPERIENCE AND PRESENT OCCUPATION</th>
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<tbody>
<tr>
<td>Environmental Educator/Coordinator</td>
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<td>Project Manager</td>
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<td>Office Administrator</td>
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<td>Occupational Health and Safety Officer</td>
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<td>DESIGNATION</td>
<td>NAME &amp; SURNAME</td>
<td>NATIONALITY:</td>
<td>SUMMARY OF QUALIFICATIONS</td>
<td>NQF Level</td>
<td>NUMBER OF YEARS OF EXPERIENCE</td>
<td>EXPERIENCE AND PRESENT OCCUPATION</td>
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**REQUIRED DOCUMENTS:**

**BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Environmental Educator/Coordinator:**
- A copy of an Environmental Management National Diploma
- CV demonstrating 3 years’ experience in Environmental Education

**Project Manager:**
- A copy of a National Diploma
<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>NAME &amp; SURNAME</th>
<th>NATIONALITY:</th>
<th>SUMMARY OF QUALIFICATIONS</th>
<th>NQF Level</th>
<th>NUMBER OF YEARS OF EXPERIENCE</th>
<th>EXPERIENCE AND PRESENT OCCUPATION</th>
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<tbody>
<tr>
<td>Office Administrator:</td>
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<td>CV demonstrating 2 years’ experience in Project Management within the Waste Management Field</td>
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<td>A copy of a Matric Certificate</td>
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<td>CV demonstrating 1 year experience in Office Admin</td>
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<tr>
<td>Occupational Health and Safety Officer:</td>
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<td>National Diploma or Certificate in Safety Management</td>
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<td>Registration with a Professional Body as a Safety Officer</td>
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<td></td>
<td>CV demonstrating 1 year experience in Safety Management</td>
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<tr>
<td>Note 1: Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. All foreign qualifications should be SAQA accredited</td>
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<td>Drivers:</td>
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</table>
| | | | A copy of a valid code C1 driver’s license (for the TLB/ Front End Loader drivers /Operators).
| | | | A copy of a valid code EC1 driver’s license with a valid PrDP (for the Tipper Truck drivers). |
| | | | A copy of a valid code EC driver’s license with a valid PrDP (for the REL Compactor driver).
| | | | A copy of a valid code EC1 driver’s license with a valid PrDP (for the 8Ton/ 2x 4Ton drivers).
| | | | A copy of a valid code B-driver’s license (for the LDV driver). |
| NB! Failure to submit the above-mentioned documents will result in disqualification. | | | | | | |
### Minimum Requirements

<table>
<thead>
<tr>
<th>Evaluation aspect</th>
<th>Minimum requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant previous Company Experience – Completed Project</td>
<td>Two (2) contactable references where the bidder rendered Illegal Dumping Refuse Removal Services or Comprehensive Refuse Collection Services including Bulky Refuse Removal for more than 12 months.</td>
</tr>
</tbody>
</table>

#### Relevant previous Company Experience – Completed Project:

- 2 Signed reference letters from the bidder’s client confirming previous company experience where the bidder rendered Illegal Dumping Refuse Removal Services or Comprehensive Refuse Collection Services including Bulky Refuse Removal for more than 12 months.

#### PLAN

The Bidder shall provide business plans that will cover the following:

<table>
<thead>
<tr>
<th>REQUIRED DOCUMENTS</th>
<th>INFORMATION TO BE INCLUDED IN THE PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illegal Dumping Removal Plan</td>
<td>Equipment to be used, identified hotspots, resources, education and awareness plan, community participation, rehabilitation strategies (options), sustainability plan.</td>
</tr>
<tr>
<td>Environmental Awareness and Educational Plan</td>
<td>Stakeholders, intervention plan, to cover all aspects of environment (land, water, air).</td>
</tr>
<tr>
<td>Street Cleaning Plan</td>
<td>Route plan, frequency of service, resources required including human, hours to be worked, collection frequency, transportation plan, cleaning schedule etc.</td>
</tr>
<tr>
<td>Recycling plan</td>
<td>Information on the handling, collection &amp; transportation, separation, transportation, storage and treatment of the collected recyclables, marketing &amp; sales plan, education &amp; awareness.</td>
</tr>
<tr>
<td>Business plan for cooperatives</td>
<td>Type of recyclables to be collected, transportation, sorting, storage, empowerment plan, sustainability.</td>
</tr>
<tr>
<td>Skills development plan and training plan</td>
<td>Number of people to be trained, training courses to be offered</td>
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<tr>
<td>The operational plan</td>
<td>▪ Operational hours/ shifts of work</td>
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<td></td>
<td>▪ Total staff- Breakdown of staff per shift and provision of supervision</td>
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<td></td>
<td>▪ Vehicles and equipment to be utilized as per specification</td>
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<tr>
<td></td>
<td>▪ Resources and materials to be utilized</td>
</tr>
<tr>
<td></td>
<td>▪ Collection program- Storage of refuse collected during night shifts</td>
</tr>
<tr>
<td></td>
<td>▪ Communication with CoE’s officials</td>
</tr>
<tr>
<td></td>
<td>▪ Occupational health and safety matters</td>
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<td></td>
<td>▪ Records keeping</td>
</tr>
<tr>
<td></td>
<td>▪ Recycling plan</td>
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<tr>
<td>Human resources management plan</td>
<td>▪ Number of staff per category per area</td>
</tr>
<tr>
<td></td>
<td>▪ Payment &amp; benefits of staff</td>
</tr>
<tr>
<td></td>
<td>▪ Draft employment contract for staff</td>
</tr>
<tr>
<td></td>
<td>▪ Disciplinary &amp; grievance procedures</td>
</tr>
</tbody>
</table>

NB! Failure to submit the above-mentioned documents will result in disqualification.
**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**Previous Company Experience**

Provide the following information on relevant previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

<table>
<thead>
<tr>
<th>Description (of work done)</th>
<th>Value (R, VAT excluded)</th>
<th>Start date</th>
<th>Duration</th>
<th>Completed date</th>
<th>Name (contact person)</th>
<th>Organisation</th>
<th>Tel no</th>
<th>Email</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Financial ability to execute the project (Not Applicable for this bid)
Provide details on the surety you will provide if the bid is awarded to you

Which of the following institutions will provide surety? (Details must be provided) (Refer to Form “M” – Special Conditions of Contract)
- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
- Cash:

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer utilizing the underlying table

<table>
<thead>
<tr>
<th>Month no</th>
<th>Amount (VAT included)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a Received</td>
</tr>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<td>10</td>
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<tr>
<td>11</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

Maximum negative cash flow. Take the largest negative number in the last column and write it in here

NOTES
(i) Value added tax to be included in all amounts
(ii) Assume payment of certificates within 30 days of approval of certificate

From what source will you fund the above negative cash flow amount (e.g. Funds internally available, bank overdraft, loan, etc)
THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of “Good Standing” with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.
PLEASE REMEMBER:

(1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.

(2) TCS PIN NUMBER;

(3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;

(4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT AND

(5) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ..............................................................

FORM “B”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of Owner of the Bidding Entity: ………………………………..

3.2 Identity Number if applicable: ..............................................................

3.3 Position occupied in the Company (director, trustee, shareholder²): ……….....

3.4 Company Registration Number: ..........................................................

3.5 Tax Reference Number: .................................................................

3.6 VAT Registration Number: .............................................................

¹MSCM Regulations: “in the service of the state” means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.
3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? (Tick applicable box)

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

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

3.9 Have you been in the service of the state for the past twelve months? (Tick applicable box)

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

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

3.10 Do you have any relationship (close family member, partner or associate?) with persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? (Tick applicable box)

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

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

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? (Tick applicable box)

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

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

3.12 Are any of the company’s directors, trustees, managers, shareholders or stakeholders in service of the state? (Tick applicable box)

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

........................................................................................................
3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

3.13.1 If yes, furnish particulars.

……………………………………………………………………………………
……………………………………………………………………………………

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

(Tick applicable box)

3.14.1 If yes, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………


<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Employee Number</th>
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</tbody>
</table>
CERTIFICATION

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

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

..................................................  ..................................................
Capacity                                                                 Name of Bidding Entity
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……………………………………………………………

FORM “C”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08-2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -

   (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidder’s most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

   (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidder’s most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

   (3) A complete set of Annual financial statements submitted must comply with the City’s requirements.

   A complete set of financial statements comprises:

   (a) a statement of financial position as at the end of the period;

   (b) a statement of profit or loss and other comprehensive income for the period;

   (c) a statement of changes in equity for the period;

   (d) a statement of cash flows for the period;

   (e) notes, comprising significant accounting policies and other explanatory information;

   (f) comparative information in respect of the preceding period.
If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.

If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected.

**PLEASE NOTE** further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected.

Please indicate by ticking in the applicable BOX.

<table>
<thead>
<tr>
<th>PLEASE COMPLETE AND INDICATE</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is bidder required by law to prepare financial statements for audit or independent review?</td>
<td></td>
</tr>
<tr>
<td>If yes, are the audited or independently reviewed annual financial statements attached?</td>
<td></td>
</tr>
<tr>
<td>If no, are the unaudited annual financial statements attached?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Joint Venture/ Consortium / Partnership</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are consolidated joint venture/consortium/partnership annual financial statements attached?</td>
<td></td>
</tr>
<tr>
<td>If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?</td>
<td></td>
</tr>
</tbody>
</table>

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at........................................this..............day of........................................ 20...

Name of Duly Authorised Signatory: (Please print) ................................................

Authorised Signature: ................................................

As witness: 1. ............................................................

2. .................................................................
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY …………………………………………………………………

FORM “D”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
   b. been convicted for fraud or corruption during the past five years;
   c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors and/or shareholders listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors and/or shareholders listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
### 4.2.1
If so, furnish particulars:

### 4.3
Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

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<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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</table>

#### 4.3.1
If so, furnish particulars:

### 4.4
Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

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<tr>
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<th>Yes</th>
<th>No</th>
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<tbody>
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</tbody>
</table>

#### 4.4.1
If so, furnish particulars:

### 4.5
Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

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<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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</table>

#### 4.7.1
If so, furnish particulars:

### CERTIFICATION

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF the CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………..………..
Signature

………………………………………..………..
Date

………………………………………….
Position

………………………………………….
Name of Bidder
FORM “E”
CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Form “E” must form part of all bids¹ invited.

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

3. Municipal Supply Chain Management Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This Form “E” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (Form “E”) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

____________________________________  ____________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

______________________________________________________________________

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: __________________________________________________ that:

(Name of Bidder)

1. I have read and understood the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms and sign the bid on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Signature                                      Date

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

Position                                      Name of Bidder
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ………………………………………………………………………

FORM “G”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the COE, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

(i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:

(ii). That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

(iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the COE to its satisfaction, PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that

(v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.

(vi) The following account/s of the bidding entity has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(NB: If insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
<td></td>
</tr>
</tbody>
</table>

Signed at.............................……this..............day of………………………… 20…

Name of Duly Authorised Signatory: (Please print)................................................

Authorised Signature: .................................................................

As witness: 1. .................................................................

2. .................................................................
FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……………………………………………………

FORM “H”

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

(i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:

(ii). That at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

(iii). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the COE to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that

(v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the COE for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.

(vi) The following account/s has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(NB: If insufficient space above, please submit on a separate page)

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
<td></td>
</tr>
</tbody>
</table>

Signed at....................................this........day of.................................. 20…

Name of Duly Authorised Signatory: (Please print)..................................................

Authorised Signature: ...................................................

As witness: 1. ...............................................................

2. ...............................................................
THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

SPECIFICATION

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE COE SUPPLY CHAIN MANAGEMENT POLICY

1. PURPOSE OF THE CONTRACT

The City of Ekurhuleni invites bids from capable and experienced companies, for the management and rendering of comprehensive refuse removal services including recycling, in specified informal settlements from date of award until 30 June 2026.

2. BACKGROUND

The department of Environmental Resources took a decision to outsource waste management activities in several communities under its jurisdiction using local labour or a community based contracting model where residents are involved in the cleaning of the areas where they stay whilst at the same time being developed and economically empowered.

The community-based approach to render services aligns with the strategic objectives set by the Municipality, as expressed in the Integrated Development Plan (IDP) for the period 2006 to 2021, which indicates, “Economic development plays a crucial role in creating a prosperous, equitable, stable and democratic society. The overall national vision of economic development is one of decent work and living standards for all in the context of qualitative improved equality in ownership, skills and access to opportunities” (IDP 2006:44)

All informal settlements within the City are serviced through different methods due to their density, location and accessibility. These specified informal settlements that are currently not receiving a uniform service as those that are situated in outsourced areas have been prioritized for this project. The Department has already identified specific strategic areas for safe storage of waste within these informal areas. The Department has already utilized the six established Cooperatives to render Refuse Removal Services in the specified areas. The current services are rendered on an as and when required basis internally or through appointed bidders.

3. MINIMUM REQUIREMENTS

<table>
<thead>
<tr>
<th>Evaluation aspect</th>
<th>MINIMUM REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure and resources available – Plant and Equipment (owned or leased)</td>
<td>1. TLB / Front End Loader (x2)</td>
</tr>
<tr>
<td></td>
<td>2. 6m³ /10m³ Tipper Trucks not older than 5 years (x2)</td>
</tr>
<tr>
<td></td>
<td>3. 19m³ REL Compactor not older than 5 years (x1)</td>
</tr>
<tr>
<td></td>
<td>4. 8 Ton Truck or 2X 4 Ton Truck not older than 5 years (x1)</td>
</tr>
<tr>
<td>Evaluation aspect</td>
<td>MINIMUM REQUIREMENTS</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>5. Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years (x1)</td>
<td>financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).</td>
</tr>
<tr>
<td></td>
<td>Financial Ability (Ability to Deliver) – previous annual turnover or any other proof of financial ability is limited to proof of financial ability from an accredited financial institution (registered in South Africa).</td>
</tr>
<tr>
<td></td>
<td>R 2 000 000</td>
</tr>
<tr>
<td>Staffing profile</td>
<td>Environmental Educator/Coordinator x1</td>
</tr>
<tr>
<td></td>
<td>- With an Environmental Management National Diploma</td>
</tr>
<tr>
<td></td>
<td>- 3 years’ experience in Environmental Education</td>
</tr>
<tr>
<td></td>
<td>Project Manager x1</td>
</tr>
<tr>
<td></td>
<td>- With a National Diploma</td>
</tr>
<tr>
<td></td>
<td>- 2 years’ experience in Project Management within the Waste Management Field</td>
</tr>
<tr>
<td></td>
<td>Office Administrator x1</td>
</tr>
<tr>
<td></td>
<td>- With a Matric Certificate</td>
</tr>
<tr>
<td></td>
<td>- 1 year experience in Office Admin</td>
</tr>
<tr>
<td></td>
<td>Occupational Health and Safety Officer x1</td>
</tr>
<tr>
<td></td>
<td>- National Diploma or Certificate in Safety Management</td>
</tr>
<tr>
<td></td>
<td>- Registration with a Professional Body as a Safety Officer</td>
</tr>
<tr>
<td></td>
<td>- 1 year experience in Safety Management</td>
</tr>
<tr>
<td></td>
<td>Drivers (x8)</td>
</tr>
<tr>
<td></td>
<td>- TLB – 2x Drivers/ Operators with a code C1 driver’s license.</td>
</tr>
<tr>
<td></td>
<td>- Tipper Trucks – 2x Drivers with a code EC1 driver’s license with a valid PrDP</td>
</tr>
<tr>
<td></td>
<td>- REL Compactor – 1x Driver with a code EC driver’s license with a valid PrDP</td>
</tr>
<tr>
<td></td>
<td>- 8Ton/ 2x 4Ton – 2x Drivers with a code EC1 driver’s license with a valid PrDP</td>
</tr>
<tr>
<td></td>
<td>- LDV – 1x Driver with a code B driver’s license.</td>
</tr>
</tbody>
</table>
**Evaluation aspect** | **MINIMUM REQUIREMENTS**
--- | ---
Relevant previous Company Experience – Completed Project | Two (2) contactable references where the bidder rendered Illegal Dumping Refuse Removal Services or Comprehensive Refuse Collection Services including Bulky Refuse Removal for more than 12 months.

**REQUIRED DOCUMENTS:**

**BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available – Plant and Equipment (owned or leased):**

- Proof of ownership or lease agreement or intent to lease letter (completed and signed by lessor) with NATIS vehicle certificate of registration for all the vehicles/ equipment listed as the minimum requirement.
  - TLB / Front End Loader (x2)
  - 6m³ /10m³ Tipper Trucks not older than 5 years (x2)
  - 19m³ REL Compactor not older than 5 years (x1)
  - 8 Ton Truck or 2X 4 Ton Truck not older than 5 years (x1)
  - Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG) not older than 5 years (x1)

**Staffing profile:**

**Environmental Educator/Coordinator:**

- A copy of an Environmental Management National Diploma
- CV demonstrating 3 years’ experience in Environmental Education

**Project Manager:**

- A copy of a National Diploma
- CV demonstrating 2 years’ experience in Project Management within the Waste Management Field

**Office Administrator:**

- A copy of a Matric Certificate
- CV demonstrating 1 year experience in Office Admin

**Occupational Health and Safety Officer:**

- National Diploma or Certificate in Safety Management
- Registration with a Professional Body as a Safety Officer
- CV demonstrating 1 year experience in Safety Management

**Note 1:** Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. All foreign qualifications should be SAQA accredited
Drivers:
- A copy of a valid code C1 driver’s license (for the TLB/ Front End Loader drivers /Operators).
- A copy of a valid code EC1 driver’s license with a valid PrDP (for the Tipper Truck drivers).
- A copy of a valid code EC driver’s license with a valid PrDP (for the REL Compactor driver).
- A copy of a valid code EC1 driver’s license with a valid PrDP (for the 8Ton/ 2x 4Ton drivers).
- A copy of a valid code B-driver’s license (for the LDV driver).

Relevant previous Company Experience – Completed Project:

- 2 Signed reference letters from the bidder’s client confirming previous company experience where the bidder rendered Illegal Dumping Refuse Removal Services or Comprehensive Refuse Collection Services including Bulky Refuse Removal for more than 12 months.

PLAN

The Bidder shall provide business plans that will cover the following:

<table>
<thead>
<tr>
<th>REQUIRED DOCUMENTS</th>
<th>INFORMATION TO BE INCLUDED IN THE PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illegal Dumping Removal Plan</td>
<td>Equipment to be used, identified hotspots, resources, education and awareness plan, community participation, rehabilitation strategies (options), sustainability plan.</td>
</tr>
<tr>
<td>Environmental Awareness and Educational Plan</td>
<td>Stakeholders, intervention plan, to cover all aspects of environment (land, water, air).</td>
</tr>
<tr>
<td>Street Cleaning Plan</td>
<td>Route plan, frequency of service, resources required including human, hours to be worked, collection frequency, transportation plan, cleaning schedule etc.</td>
</tr>
<tr>
<td>Recycling plan</td>
<td>Information on the handling, collection &amp; transportation, separation, transportation, storage and treatment of the collected recyclables, marketing &amp; sales plan, education &amp; awareness.</td>
</tr>
<tr>
<td>Business plan for cooperatives</td>
<td>Type of recyclables to be collected, transportation, sorting, storage, empowerment plan, sustainability.</td>
</tr>
<tr>
<td>Skills development plan and training plan</td>
<td>Number of people to be trained, training courses to be offered</td>
</tr>
<tr>
<td>The operational plan</td>
<td>▪ Operational hours/ shifts of work</td>
</tr>
<tr>
<td></td>
<td>▪ Total staff- Breakdown of staff per shift and provision of supervision</td>
</tr>
<tr>
<td></td>
<td>▪ Vehicles and equipment to be utilized as per specification</td>
</tr>
<tr>
<td></td>
<td>▪ Resources and materials to be utilized</td>
</tr>
<tr>
<td></td>
<td>▪ Collection program- Storage of refuse collected during night shifts</td>
</tr>
<tr>
<td></td>
<td>▪ Communication with CoE’s officials</td>
</tr>
</tbody>
</table>
**REQUIRED DOCUMENTS** | **INFORMATION TO BE INCLUDED IN THE PLAN**
--- | ---
- Occupational health and safety matters
- Records keeping
- Recycling plan

Human resources management plan | - Number of staff per category per area
- Payment & benefits of staff
- Draft employment contract for staff
- Disciplinary & grievance procedures

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**SPECIFIC GOAL REQUIREMENT**

**Points awarded for Specific Goal/s**

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

<table>
<thead>
<tr>
<th>SPECIFIC GOAL REQUIREMENT</th>
<th>EVIDENCE REQUIRED</th>
<th>POINTS ALLOCTAED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 EME and/ or QSE</td>
<td>Original Sworn Affidavit/Certified copy of the sworn affidavit or BBBEE certificate</td>
<td>3</td>
</tr>
</tbody>
</table>
| 2 Enterprise situated within the Ekurhuleni demarcation. | Municipal account/ Lease agreement/ affidavit – must be in the name of the Enterprise  
**NB: Municipal account must not be older than 3 months** | 5 |
| 3 An enterprise which is at least 50% owned by Historically Disadvantaged Individuals | Identity document (**certified not older than 6 months**)  
**Original/Certified Medical Certificate (certified not older than 6 months)** with the following information:  
- a) Name of practitioner,  
- b) Practitioner number,  
- c) Doctor's contact details,  
- d) Details of the condition,  
- e) Date,  
- f) Signature,  
- g) Stamp and  
- h) Patient's name. | 2 |
<table>
<thead>
<tr>
<th>SPECIFIC GOAL REQUIREMENT</th>
<th>EVIDENCE REQUIRED</th>
<th>POINTS ALLOCTAED</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Persons living with disabilities)</td>
<td>Company Share Certificate and/or Directorship Composition from CIPC or a Member’s Interest Certificate for a Registered CC</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SPECIFIC GOAL POINTS**

10

**NB:** All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

The informal settlements identified for this service has been grouped as follows:

**SERVICE DELIVERY AREA 1: SPRINGS DEPOT**

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hollywood Heights</td>
<td>Springs</td>
<td>110</td>
<td>Springs</td>
</tr>
<tr>
<td>Gugulethu/Everest/ Payneville</td>
<td>Springs</td>
<td>6100</td>
<td>Springs</td>
</tr>
<tr>
<td>Never Never</td>
<td>Springs</td>
<td>200</td>
<td>Springs</td>
</tr>
<tr>
<td>Enkanini</td>
<td>Springs</td>
<td>538</td>
<td>Springs</td>
</tr>
<tr>
<td>Mavageng</td>
<td>Springs</td>
<td>4431</td>
<td>Springs</td>
</tr>
<tr>
<td>Ekuthuleni</td>
<td>Kwa-Thema</td>
<td>941</td>
<td>Springs</td>
</tr>
<tr>
<td>Daggafontein</td>
<td>Springs</td>
<td>2100</td>
<td>Springs</td>
</tr>
<tr>
<td>Skoonplas</td>
<td>Springs</td>
<td>120</td>
<td>Springs</td>
</tr>
<tr>
<td>N17 Informal</td>
<td>Springs</td>
<td>1700</td>
<td>Springs</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>16240</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SERVICE DELIVERY AREA 2: BENONI DEPOT/ BRAKPAN SUB-DEPOT**

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamboville(Wattville)</td>
<td>Benoni</td>
<td>1302</td>
<td>Benoni</td>
</tr>
<tr>
<td>Beachfront (Wattville)</td>
<td>Benoni</td>
<td>577</td>
<td>Benoni</td>
</tr>
<tr>
<td>Emlotheni (Wattville)</td>
<td>Benoni</td>
<td>849</td>
<td>Benoni</td>
</tr>
<tr>
<td>Ergo Road (N17)</td>
<td>Brakpan</td>
<td>1100</td>
<td>Brakpan</td>
</tr>
<tr>
<td>Sallies Squatters</td>
<td>Brakpan</td>
<td>67</td>
<td>Brakpan</td>
</tr>
<tr>
<td>Harry Gwala</td>
<td>Wattville</td>
<td>1337</td>
<td>Benoni</td>
</tr>
</tbody>
</table>
## SERVICE DELIVERY AREA 3: EKURHULENI DEPOT

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emandleni</td>
<td>Wattville/ Actonville</td>
<td>3818</td>
<td>Benoni</td>
</tr>
<tr>
<td>Home seekers</td>
<td>Wattville</td>
<td>617</td>
<td>Benoni</td>
</tr>
<tr>
<td>Chief Albert Luthuli(N12)</td>
<td>Benoni</td>
<td>2170</td>
<td>Benoni</td>
</tr>
<tr>
<td>Lindelani</td>
<td>Benoni</td>
<td>5937</td>
<td>Benoni</td>
</tr>
<tr>
<td>Msholozi (Apex)</td>
<td>Benoni</td>
<td>600</td>
<td>Benoni</td>
</tr>
<tr>
<td>Plastic City</td>
<td>Brakpan</td>
<td>500</td>
<td>Brakpan</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>18 874</strong></td>
<td></td>
</tr>
</tbody>
</table>

## SERVICE DELIVERY AREA 3: BOKSBURG DEPOT

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo Hotel</td>
<td>Boksburg</td>
<td>1247</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Chris Hani</td>
<td>Boksburg</td>
<td>5037</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Driefontein</td>
<td>Boksburg</td>
<td>226</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Driefontein (147 &amp; 148)</td>
<td>Boksburg</td>
<td>75</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Jerusalem</td>
<td>Boksburg</td>
<td>3558</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Kanana</td>
<td>Boksburg</td>
<td>846</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Reiger Park (School Erf)</td>
<td>Boksburg</td>
<td>179</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Tokyo Sexwale</td>
<td>Boksburg</td>
<td>2157</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Blue sky</td>
<td>Boksburg</td>
<td>450</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Cindarella</td>
<td>Boksburg</td>
<td>500</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Dr Vosloo</td>
<td>Boksburg</td>
<td>350</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Ulana Settlement</td>
<td>Boksburg</td>
<td>1492</td>
<td>Boksburg</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>16 117</strong></td>
<td></td>
</tr>
</tbody>
</table>

## SERVICE DELIVERY AREA 4: GERMISTON DEPOT

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marathon/ Delport</td>
<td>Germiston</td>
<td>6224</td>
<td>Germiston</td>
</tr>
<tr>
<td>Nasmith Road</td>
<td>Germiston</td>
<td>77</td>
<td>Germiston</td>
</tr>
<tr>
<td>Rose Acres</td>
<td>Germiston</td>
<td>7440</td>
<td>Germiston</td>
</tr>
<tr>
<td>Emabondeni Elandsfontein</td>
<td>Germiston</td>
<td>5000</td>
<td>Germiston</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>18 741</strong></td>
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</table>
## SERVICE DELIVERY AREA 5: KEMPTON PARK DEPOT

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pomona Estate (Plot 305)</td>
<td>Kempton Park</td>
<td>1500</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Pomona Estate (Elgin Street)</td>
<td>Kempton Park</td>
<td>97</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Mehlareng</td>
<td>Kempton Park</td>
<td>80</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Dann Road (Glen Marais)</td>
<td>Kempton Park</td>
<td>1500</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>EP Malan (Plot 2/281)</td>
<td>Kempton Park</td>
<td>175</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>EP Malan (Plot 114)</td>
<td>Kempton Park</td>
<td>127</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>EP Malan (Plot 118)</td>
<td>Kempton Park</td>
<td>200</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Vusumuzi/Ehlanzeni</td>
<td>Tembisa-1</td>
<td>8435</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Ecaleni</td>
<td>Tembisa-2</td>
<td>2800</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Brentwood Park</td>
<td>Benoni</td>
<td>139</td>
<td>Benoni</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>15053</strong></td>
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</table>

## SERVICE DELIVERY AREA 6: TEMBISA 1A

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inxiweni</td>
<td>Tembisa1</td>
<td>124</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Madelakufa 1 (Igqagqa)/Partially developed</td>
<td>Tembisa1</td>
<td>671</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Madelakufa 2 (Isekelo)</td>
<td>Tembisa1</td>
<td>2122</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Sophia Town</td>
<td>Tembisa1</td>
<td>10892</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Umthambeka</td>
<td>Tembisa1</td>
<td>792</td>
<td>Tembisa</td>
</tr>
<tr>
<td>J Laurie Farm</td>
<td>Tembisa1</td>
<td>527</td>
<td>Kempton Park</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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## SERVICE DELIVERY AREA 7: TEMBISA 1B

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duduza North</td>
<td>Tembisa1</td>
<td>3679</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Marikana</td>
<td>Tembisa1</td>
<td>792</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Makhulong</td>
<td>Tembisa1</td>
<td>1500</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Kopanong</td>
<td>Tembisa1</td>
<td>2500</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Montsu</td>
<td>Tembisa1</td>
<td>4627</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Bapsfontein</td>
<td>Tembisa1</td>
<td>1694</td>
<td>Kempton Park</td>
</tr>
<tr>
<td>Kaalfontein</td>
<td>Tembisa1</td>
<td>259</td>
<td>Kempton Park</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>15 051</strong></td>
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</table>
## SERVICE DELIVERY AREA 8: TEMBISA 2

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freedom Square</td>
<td>Tembisa-2</td>
<td>1 568</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Isiphelethweni</td>
<td>Tembisa-2</td>
<td>83</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Khayelitsha/Jaima</td>
<td>Tembisa-2</td>
<td>2300</td>
<td>Tembisa</td>
</tr>
<tr>
<td>L&amp; J Informal Settlement</td>
<td>Tembisa-2</td>
<td>2280</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Tswolepole</td>
<td>Tembisa 1</td>
<td>3359</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Duduza North</td>
<td>Tembisa 1</td>
<td>3679</td>
<td>Tembisa</td>
</tr>
<tr>
<td>Winnie Mandela</td>
<td>Tembisa-2</td>
<td>1830</td>
<td>Tembisa</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>15 099</strong></td>
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</tbody>
</table>

## SERVICE DELIVERY AREA 9: BOKSBURG SOUTH OF N17 INCL VOSLOORUS

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block J (Nguni Hostel)</td>
<td>Vosloorus</td>
<td>1691</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Colgate (Park President)</td>
<td>Vosloorus</td>
<td>800</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Holomisa (Lindelani)</td>
<td>Boksburg</td>
<td>174</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Peter Mokaba</td>
<td>Vosloorus</td>
<td>623</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Somalia</td>
<td>Vosloorus</td>
<td>1 940</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Villa Farm</td>
<td>Vosloorus</td>
<td>1 667</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Villa Liza X2 Holding Ara/Loliwe</td>
<td>Vosloorus</td>
<td>1 481</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Vosloorus Ext 21</td>
<td>Vosloorus</td>
<td>379</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Windmill Park (D Section)</td>
<td>Vosloorus</td>
<td>1996</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Zama Zama Ext 28</td>
<td>Vosloorus</td>
<td>1800</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Zamaland</td>
<td>Vosloorus</td>
<td>846</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Ulana Park</td>
<td>Germiston</td>
<td>840</td>
<td>Germiston</td>
</tr>
<tr>
<td>Joe Slovo</td>
<td>Boksburg</td>
<td>1279</td>
<td>Boksburg</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>15 516</strong></td>
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## SERVICE DELIVERY AREA 10: KATLEHONG

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dukathole (Germiston Ext 8)</td>
<td>Germiston</td>
<td>5 341</td>
<td>Germiston</td>
</tr>
<tr>
<td>Good Hope</td>
<td>Germiston</td>
<td>2350</td>
<td>Germiston</td>
</tr>
<tr>
<td>Moleleki Ext 1 &amp; 2 (Siphamandla)</td>
<td>Katlehong 2</td>
<td>752</td>
<td>Germiston</td>
</tr>
<tr>
<td>Moleleki Ext 3 (Thusong)</td>
<td>Katlehong 2</td>
<td>871</td>
<td>Germiston</td>
</tr>
<tr>
<td>Nkanini/ Zonkizizwe</td>
<td>Katlehong 2</td>
<td>382</td>
<td>Germiston</td>
</tr>
<tr>
<td>Ramokonopi East</td>
<td>Katlehong 2</td>
<td>283</td>
<td>Germiston</td>
</tr>
<tr>
<td>Sakhile Mngadi (1,2 &amp;3)</td>
<td>Katlehong 2</td>
<td>881</td>
<td>Germiston</td>
</tr>
<tr>
<td>Thulasizwe/ Tambokkies</td>
<td>Katlehong 2</td>
<td>500</td>
<td>Germiston</td>
</tr>
<tr>
<td>Magagula</td>
<td>Katlehong 2</td>
<td>476</td>
<td>Germiston</td>
</tr>
<tr>
<td>Zama-Zama (Rivonia)</td>
<td>Katlehong 2</td>
<td>200</td>
<td>Germiston</td>
</tr>
<tr>
<td>Ramaphosa</td>
<td>Boksburg</td>
<td>2154</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Rooikop Station</td>
<td>Germiston</td>
<td>561</td>
<td>Germiston</td>
</tr>
<tr>
<td>Kanana 1,2 (Montiki)</td>
<td>Vosloorus</td>
<td>200</td>
<td>Boksburg</td>
</tr>
<tr>
<td>Little Maseru/Vlakplaa</td>
<td>Vosloorus</td>
<td>474</td>
<td>Boksburg</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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## SERVICE DELIVERY AREA 11: THOKOZA

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alberton Station and second avenue</td>
<td>Alberton</td>
<td>1200</td>
<td>Germiston</td>
</tr>
<tr>
<td>Emalahleni/Thintwa</td>
<td>Thokoza</td>
<td>2600</td>
<td>Germiston</td>
</tr>
<tr>
<td>Mpilisweni (Partially developed)</td>
<td>Thokoza</td>
<td>1 869</td>
<td>Germiston</td>
</tr>
<tr>
<td>Palm Ridge Ext 9 Informal/Riverside, phase 5 and 6 Transit area</td>
<td>Katlehong-2</td>
<td>5 055</td>
<td>Germiston</td>
</tr>
<tr>
<td>Phola Park/ (Cosovo-Britty Dam)</td>
<td>Thokoza</td>
<td>675</td>
<td>Germiston</td>
</tr>
<tr>
<td>Phola Park Coalyards</td>
<td>Thokoza</td>
<td>537</td>
<td>Germiston</td>
</tr>
<tr>
<td>Mandela</td>
<td>Katlehong1</td>
<td>1846</td>
<td>Germiston</td>
</tr>
<tr>
<td>Hlahane (Emlotheni)</td>
<td>Katlehong1</td>
<td>839</td>
<td>Germiston</td>
</tr>
<tr>
<td>Robert Sobukwe</td>
<td>Katlehong 1</td>
<td>90</td>
<td>Germiston</td>
</tr>
<tr>
<td>Crossroads (Roodekop)</td>
<td>Katlehong 1</td>
<td>433</td>
<td>Germiston</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>15144</strong></td>
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### SERVICE DELIVERY AREA 12: TSAKANE, DUDUZA AND NIGEL

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Depot</th>
<th>Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Langaville-1 informal/Siyahlala (Overflow)</td>
<td>Tsakane</td>
<td>395</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Langaville 5</td>
<td>Tsakane</td>
<td>150</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Langaville 6</td>
<td>Tsakane</td>
<td>2 073</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Tsakane Ext</td>
<td>Tsakane</td>
<td>2600</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Tsakane Ext 19 overflow (Railway)</td>
<td>Tsakane</td>
<td>4548</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Marikana Ext 3</td>
<td>Kwa-Thema</td>
<td>3500</td>
<td>Springs</td>
<td></td>
</tr>
<tr>
<td>Zamani</td>
<td>Duduza</td>
<td>1377</td>
<td>Nigel</td>
<td></td>
</tr>
<tr>
<td>Alra Park Informal</td>
<td>Nigel</td>
<td>2000</td>
<td>Nigel</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>16 643</strong></td>
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### SERVICE DELIVERY AREA 13: DAVEYTON & ETWATWA

<table>
<thead>
<tr>
<th>AREA</th>
<th>CCC</th>
<th>SERVICE POINTS (Informal households)</th>
<th>Ekurhuleni Coordinating Depot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Hani Prop, Ext-1</td>
<td>Daveyton</td>
<td>543</td>
<td>Benoni</td>
</tr>
<tr>
<td>Chris Hani Ext/Lindokuhle, Mbalenhlle, New York.</td>
<td>Daveyton</td>
<td>4 202</td>
<td>Benoni</td>
</tr>
<tr>
<td>Daveyton Ext 12/Zwakala</td>
<td>Daveyton</td>
<td>35</td>
<td>Benoni</td>
</tr>
<tr>
<td>Etwatwa Ext 18 (Sam Ntuli) partially developed (it is an overflow).Ext 6</td>
<td>Etwatwa</td>
<td>812</td>
<td>Benoni</td>
</tr>
<tr>
<td>Etwatwa Ext 19 (Solomon Mahlangu)</td>
<td>Etwatwa</td>
<td>408</td>
<td>Benoni</td>
</tr>
<tr>
<td>Etwatwa Ext 34 (Barcelona)</td>
<td>Etwatwa</td>
<td>1550</td>
<td>Benoni</td>
</tr>
<tr>
<td>Etwatwa Ext 36 (Kamashonisa)</td>
<td>Etwatwa</td>
<td>928</td>
<td>Benoni</td>
</tr>
<tr>
<td>Gabon</td>
<td>Etwatwa</td>
<td>95</td>
<td>Benoni</td>
</tr>
<tr>
<td>Mayfield Ext 1 (Mangosuthu/Zenzele)</td>
<td>Daveyton</td>
<td>1 879</td>
<td>Benoni</td>
</tr>
<tr>
<td>Mayfield Ext 6</td>
<td>Daveyton</td>
<td>695</td>
<td>Benoni</td>
</tr>
<tr>
<td>Mayfield Ext 9 (Overflow)</td>
<td>Daveyton</td>
<td>310</td>
<td>Benoni</td>
</tr>
<tr>
<td>Mayfield Ext 12</td>
<td>Daveyton</td>
<td>120</td>
<td>Benoni</td>
</tr>
<tr>
<td>N12 Highway Park</td>
<td>Daveyton</td>
<td>250</td>
<td>Benoni</td>
</tr>
<tr>
<td>Putfontein 103/Mayfield 45</td>
<td>Etwatwa</td>
<td>2500</td>
<td>Benoni</td>
</tr>
<tr>
<td>Steve Biko/Etwatwa</td>
<td>Etwatwa</td>
<td>681</td>
<td>Benoni</td>
</tr>
<tr>
<td>Steve Biko/Etwatwa Ext 18 (Ebumnandini)</td>
<td>Etwatwa</td>
<td>1 176</td>
<td>Benoni</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>16 184</strong></td>
<td></td>
</tr>
</tbody>
</table>
The identified service points on the lists above are estimated at 209 215.

In addition, from the date of appointment, Environmental Resources & Waste Management (ERWM) shall expect the newly appointed Bidder to:

1. Develop an Operational Plan with details of equipment deployment, the number of employees to be deployed for the specific area as per appointment.
2. In consultation with ERWM and the local labour representatives or Cooperatives, select members to be incorporated into the project in line with the approved Operational Plan.

3. DEFINITIONS

3.1 “THE CoE” means the City of Ekurhuleni, established in terms of section 12(1) read with section 14(2) of the Local Government: Municipal Structures Act, 1998 and promulgated in notice no. 6768 of 2000 in the Gauteng Provincial Gazette Extraordinary no.141 dated 1 October 2000; and shall include any designated official acting on behalf of the City of Ekurhuleni.

3.2 “REFUSE / SOLID WASTE REMOVAL” shall include refuse / solid waste collection from any collection point as determined by the CoE, including animal carcasses, litter picking, building rubble and other bulky refuse excluding medical waste, objectionable and/or toxic waste.

3.3 The singular shall include the plural and vice versa

3.4 Any one gender shall include the other gender, bodies and corporations

3.5 “ABANDONED WASTE” means shopping trolleys, luggage trolleys, gas bottles and cylinders, baker’s trays, milk crates, beer kegs, bicycles and similar items reasonably presumed to have been abandoned.

3.6 AGENT” is the successful bidder appointed by Council. The AGENT is an Independent ENTITY not employed by COUNCIL in any capacity and not part of Council’s staff establishment

3.7 “ANTI-SOCIAL DEPOSIT” means any urine, vomit, human excreta or other substances usually discharged from the body.

3.8 “AREA” The area (s) of service provision as indicated.

3.9 “ASSISTANCE” Any advice, help, suggestions whether in terms of equipment, training, advice, etc. given to the Contractor for whatever reason by the CoE and/or its appointed officials.

3.10 “BUSINESS REFUSE” The waste generated on sites and property where any business may be conducted.

3.11 “CLEANSING SERVICES” all the operational activities mentioned herein to achieve a desirable standard of cleanliness as set out in the specifications hereto.

3.12 To “CLEAR”, “CLEAN” OR “CLEARANCE” means removal of all loosely strewn or placed object, material of fluid from an area.

3.13 “COLLECTION POINT” is a designated point where refuse is placed prior to collection thereof.

3.14 “CONTAINER” includes any receptacle used for the containment or storage or transport of Waste.
“CONTRACTOR” is the successful bidder appointed by CoE. The CONTRACTOR is an independent CONTRACTOR not employed by CoE in any capacity and not part of CoE’s staff establishment.

“COOPERATIVE” shall be an autonomous association of persons united voluntarily to meet their common economic, social, cultural needs and aspirations through a jointly owned and democratically controlled enterprise. As such, it is a means by which low-income earners or unemployed come together to harness their resources in order to benefit from economies of scale which they would otherwise not benefit should they put in bids as individual entrepreneurs.

“DEAD ANIMALS” means any dead animal other than any single dead wild bird or rodent.

“DESIGNATED AREA” is a specific area or section of a locality relating to the principle serviceable area.

“DISINFECTION” means the application of a disinfectant suitable for the purpose, at the dilution rate and in the manner recommended by the manufacturer and approved in writing prior to use by the Authorized Officer to render the area or surface to which the disinfectant has been applied sterile.

“EKURHULENI METROPOLITAN REPRESENTATIVE” One or more officials of the CoE responsible to interact with the Contractor and having clearly defined authority of the CoE with respect to this contract.

“GENERAL WASTE” Waste that because of its composition and characteristics does not pose a significant threat to public health or the environment if properly managed, including but not limited to domestic waste, and builder’s rubble and non-hazardous industrial waste. It may, however with decomposition, infiltration, and percolation, produce leachate with an unacceptable pollution potential.

“GULLY” means any drainage outlet in any Street together with its lid, catch pit, cross gullies, drop shafts cover, grate, or grid.

“HAZARDOUS WASTE” Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported, or disposed of. The definition is based on the chemical reactivity or toxic, explosive, corrosive, or other characteristics, which cause, or are likely to cause danger to health or to the environment, whether alone or when in contact with other waste.

“ILLEGAL DUMPING” means refuse that has been left at a place with the intention of abandoning it, such refuse as sand, paper, plastic bottles, builder’s rubble, and any other material that may create a nuisance or that is unsightly and detrimental to the environment.

“INCIDENT” Any undesirable occurrence which may take place in the provision of a Cleansing Service such as accidents involving people etc.

“LANDFILL SITE” means premises or an area specifically set aside for the disposal of refuse, and which has been approved and accepted by CoE, and which has been registered in accordance with the Environmental Conservation Act (Act 73 of 1989) as amended;

“LITTER” means small items of waste or other material placed in litterbins or dropped or carelessly discarded in public places.

“MEDICAL WASTE OR HEALTH CARE WASTE” Wastes emanating primarily from human and veterinary hospitals, clinics and surgeries, also from chemists and Sanitary Services, they may comprise, inter alia, sharps (used hypodermic needles and scalpel blades), malignant tissue, body
parts, soiled bandages and liner, and spent or outdated medicines or drugs. They have the ability to affect and infect other living organics and are considered hazardous.

3.29 **“OBJECTIONABLE WASTE/ OFFENSIVE WASTE”** is non-clinical waste that’s non-infectious and doesn’t contain pharmaceutical or chemical substances but may be unpleasant to anyone who comes into contact with it, e.g., hygiene waste and sanitary protection like nappies and incontinence pads”.

3.30 **“PUBLIC AREA/S”** Municipal and Public Open Spaces, Roads, Road Reserves, Sidewalks, Shops and Business frontages, Parks, Taxi Ranks, bus stops, etc. as well as public accesses and walkways.

3.31 **“RECOVERY”** constitutes the controlled extraction or retrieval of energy from waste.

3.32 **“RECYCLE”** to separate and process material from waste for further use as new products or resources.

3.33 **“REFUSE/GARBAGE/RUBBLE”** is general household waste; litter; garden refuse and builder’s rubble and constitutes material which is unwanted and/or has been discarded and for environmental and/or aesthetic reasons should be removed and disposed of.

3.34 **“RESOURCES”** is the infrastructure, people, equipment, tools, finance, etc. necessary to provide the Cleansing Service described in this document.

3.35 **“RE-USE”** to utilize articles from the waste stream again for a similar or different purpose without changing the form or properties of the articles.

3.36 **“ROUTINE”** An unvarying or habitual method or procedure and generally refers to the scheduled or pre-planned repetitive occurrence of an activity or action.

3.37 **“SORTING”** is the authorized separation of solid waste materials for the purpose of recycling or disposal, either at source of generation or at a Solid Waste Management facility.

3.38 **“Service Point”** shall mean:

- Waste receptacle(s) issued by the municipality to a property approved in terms of Town planning legislation. Property in this context being residential areas, schools, churches, and business.
- In instances of subletting within a formal property as per definition above, four individual backyards dwelling in one property will constitute an equivalent of one additional service point i.e., an additional 240l bin charge which will be levied against a subletting property?
- In cases of high-density property like communal flats, service point will be the number of residential units in that property irrespective of the type of receptacle utilized.

3.39 **“STORAGE”** the accumulation of waste in a manner that does not constitute treatment or disposal of that waste.

3.40 **“STREET SWEEPING”** means sweeping the entire surface of any street to the backline (sidewalks up to the edge of the road reserve and the start of private properties) to achieve the set standard by means of manual or mechanical sweeping, litter picking or vacuum operated means or any combination of the aforementioned.

3.41 **“VEGETATION”** means any botanical growth and includes but is not limited to weeds, moss, leaves, blossom, twigs, and branches.
3.42 “WEED KILLER” means any substance used to destroy, defoliate, or control vegetation.

4. GENERAL SERVICE REQUIREMENTS: RESPONSIBILITY OF THE SUCCESSFUL BIDDER:

4.1 Collection and removal of waste, litter picking and street sweeping of pedestrian litter and other solid waste at designated and other areas namely pavements, street gutters, open spaces from pavements within the Informal Settlement including 100-meter buffer strip around the informal areas.

4.2 The provision of a once per week refuse collection service from each dwelling within the designated informal settlement area by distributing one 85 litre plastic liner of at least 30 microns to each resident/service point.

Collecting at least one 85 litre plastic line filled with waste from each resident/service point and depositing it at a strategically identified collection point or Walk-in-Bulk container (provided by the City of Ekurhuleni).

There must be a minimum of at least one strategically identified collection point for every 400 units which will be a central area for temporal storage of refuse bags.

The servicing of all strategic collection points and walk in containers (where available), removal, and transportation of waste to the landfill site should be done daily to ensure that no refuse overflow occurs. The frequency for the servicing of Walk-In Bulk containers will only be reduced in instances where the safely stored waste is in smaller quantities and is not creating any health nuisance.

4.3 Cleaning of an area includes removal of pedestrian litter, non-toxic, non objectionable solid waste by means of preferably labor-intensive methods i.e., litter picking/sweeping by hand, or by any other means necessary.

4.4 The service providers are required to bag all waste except for high density matter e.g., building rubble. Other larger objects such as furniture and fittings, wooden and large plastic objects, metal frames etc. will be treated as ordinary illegal dumping and shall be managed in the same manner.

4.5 Removal of non-toxic, non objectionable solid waste/litter and the disposal thereof to an approved landfill site as designated by the Head of Department: Environmental Resources and Waste Management or her nominee.

4.6 All pamphlets, graffiti, advertisements, and other defacing media stuck to or placed on pole litter bins, swivel and fixed pavement bins, light/sign/traffic posts and any other Council or state-owned property which is easily accessible from the pavement must be removed in a cautious manner to minimize damage to the host surface.

4.7 The contractor must provide security from within the community to safeguard the Walk-In Bulk/Ordinary Bulk Containers(where they are available) and to further manage the safe use of these containers. Any damage to the bulk container shall be charged to the contractor.

4.8 The recycling containers placed, or the recycling component of the walk-in bulk container and surrounding areas shall be serviced regularly and be kept in a manner to prevent any form of vermin and rodent infestation. The surrounding areas must also be well always maintained. These areas must be properly demarcated and enclosed to ensure that organized recycling activities are conducted.

4.9 All waste/litter collection and removal to be conducted in such a way to minimize possible damage to the surrounding micro/macro environment
4.10 Rules of the designated landfill site/s must be adhered to. All disposal costs will be for the account of Council. The Contractor will transport the waste to the designated landfill site/s at his own cost.

4.11 Follow-up inspections will be conducted on a routine basis by the Waste Management Division to verify the standard of all work before submission of invoices for payment.

4.12 The removal of all solid waste to be done to the satisfaction of the Head of Department: Environmental Resources and Waste Management or her nominee.

4.13 The contractor shall always comply with all relevant legislation and compulsory contributions including, among other, the Occupational Health and Safety Act, Labour legislation, Road traffic legislation and relevant Environmental legislation.

4.14 The contractor shall keep accurate records of the volume/tonnage of solid waste/litter that was removed for audit purposes.

4.15 The contractor must ensure that aerial pictures of before, during and after are provided monthly as part of monthly reports.

4.16 Payment will be made only after completion of the work and subject to the standard conditions and policies as applied by City of Ekurhuleni.

4.17 The contractor shall be expected to avail all resources, adequate consumables, and reliable implements and equipment to effectively execute all work specified in a measurable and sustainable manner.

4.18 The contractor will be expected to be always on site as per agreed operations schedule in the contract and shall attend to all matters of concern without undue delay.

4.19 The contractor shall make provision for onsite security at his/her own expense to ensure sustained, uninterrupted service delivery and to safeguard the placed Walk in and recycling Containers in the event of social/labour unrest or any other similar public incident which might impede service delivery.

4.20 Implementation of waste recycling initiatives should be in line with the recycling plans approved by ERWM.

5. EMPLOYMENT OF WORKERS/COOPERATIVE MEMBERS

The workers or Cooperatives members shall exclusively be sourced from the immediate Informal Settlement within the locality of service delivery with exception to managerial/ and or supervisory staff or any other specialist person/s required to perform specialized duties as and when required. The contractor will be expected to have a minimum of at least one worker for every 200 units as clustered for each area of operation. In view of complying with numerous reporting requirements to the provincial authorities and other relevant constituents, the contractor will be required to maintain a full project labour report for statistical purposes monthly as amended from time to time. All legislative record keeping requirements of the contract must be adhered to and must include, inter alia:

- Formal legal contracts for all appointed employees
- The keeping of signed daily attendance register.
- The keeping of proof of payments made to employees
6. GENERAL SERVICES

6.1. ROUND COLLECTED REFUSE REMOVAL

Most of these areas are inaccessible to the Rear End Loader Compactor vehicle. The waste will be collected from the identified strategic collection points. The contractor will render a structured comprehensive refuse removal service using an appropriate method. The preferred method is one where refuse cleaners are deployed to:

a) Provide litter picking services using green plastic liners, of at least 85 liters (950mm x 750mm) capacity and 30-micron thickness, depositing it into a bulk container placed strategically or strategic collection points in the area daily.
b) Provide RCR services using residents to collect the bin liners from residents on a once-a-week schedule.
c) Provide residents in such an area with at least one eighty-five liter (85L) “black” plastic bin liner (950mm x 750mm x 30 microns), per week and keep a register for the distribution of plastic bag.
d) Provide general cleaning services in the area including 100-meter buffer around the area daily with a maximum ratio of one worker for 200 service points.
e) Use a compactor to empty the strategically placed Walk in/ordinary Bulk Containers or collection points and deposit waste to the designated landfill.
f) The City of Ekurhuleni will in conjunction with the appointed bidder identify and formalize appropriate strategic collection points in the informal areas with a ratio of one strategic collection point to an average of 400 service points.
g) The vehicles and plant must be equipped with electronic tracking devices to facilitate recording of productivity of the plant and equipment.
6.2. ILLEGAL DUMPING REMOVAL SERVICE

The appointed bidder will use employed labour to render illegal dumping removal. As and when it becomes necessary for use of machinery, the team that will consist of a front-end loader/TLB, 6/10-ton Tipper Trucks and the required personnel, (Drivers, workers to litter pick and clean the dumping spot, etc.) will be deployed.

The Council will however expect the area to be kept clean and attended to at least three times within a seven-day calendar program if utilizing machinery. All areas where labour intensive methods are used all illegal dumping identified must be cleaned on a daily rotational basis. All illegal dumping reported must be cleaned within six hours after having been reported. The vehicles and plant must be equipped with electronic tracking devices to facilitate recording of productivity of the plant and equipment.

6.3. STREET/AREA CLEANING

The cleaning of all streets shall be conducted daily, and the adequate number of workers (appointed directly or from cooperatives) must be deployed as required to execute this task. The Collected Street Cleaning litter will be disposed of, on the same day. The provision of labour must be done in line with the requirements of this bid.

6.4 RECYCLING

It is the intention ERWM to promote Waste Sorting at Source in all areas where this is possible to ensure that proper recycling initiatives are supported. ERWM would like to also facilitate a program where recyclers in the informal areas are formalized and supported. These recyclers will further be provided with receptacles or access to compartments of the walk-in bulk containers to sort the generated waste and provided with the following:

a) Paper – 85 litre green hessian bags issued twice a year

The Successful Bidder shall develop a criterion in consultation with the ERWM delegated official to select members of the Cooperatives/ SMME’s who are already in the area implementing the Recycling Program.

All the picked and stored recyclable material shall be removed at the end of every shift by the service provider to the sorting area which will be identified and agreed on, in conjunction with the respective ERWM Depot Manager or Delegated Official.

Service providers will be required monthly to submit the report with the tonnages of all the recyclables per category to the respective ERWM Depot Manager or Delegated Official.

a. Education and awareness

- The service provider will in conjunction with ERWM representative jointly participate in education and awareness campaigns and programs within the service delivery areas.

- The service provider is further required to encourage separation at source and promote recycling for all businesses and residents within the service delivery area.

b. In the interest of promoting public awareness and education as well as ensuring compliance with mandatory best practices in waste management, the service provider shall be required to distribute printed and other educational material to residents within the boundaries of the service delivery area e.g., refuse collection schedules, Clean & Green initiatives, cleaning campaigns, etc. as and when required.
Council reserves the right to increase or decrease the amount of serviceable litter receptacles if so required but, shall timeously inform the service provider of such changes to allow the latter to effect any necessary changes to his/her operations accordingly.

7. DUTIES OF THE BIDDER.

7.1 Operational Plan.

Bidders to submit the Operational Plan with the bid document in specific areas that shall address the following:

- Operational hours/ shifts of work
- Total staff- Breakdown of staff per shift and provision of supervision
- Vehicles and equipment to be utilized as per specification.
- Resources and materials to be utilized.
- Collection program- Storage of refuse collected during night shifts.
- Communication with CoE’s officials
- Occupational health and safety matters
- Records keeping
- Recycling plan

The following are the approved landfill sites:

<table>
<thead>
<tr>
<th>Area</th>
<th>Designated landfill site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benoni, Brakpan, Daveyton and Etwatwa</td>
<td>Weltevreden landfill site; or Rietfontein landfill site</td>
</tr>
<tr>
<td>Brakpan, Tsakane, Langaville and Vlakfontein</td>
<td>Rietfontein landfill site, or Weltevreden landfill site</td>
</tr>
<tr>
<td>Springs, Kwa Thema, Nigel, Duduza</td>
<td>Rietfontein Landfill Site or Weltevreden landfill site</td>
</tr>
<tr>
<td>Katlehong 1 and 2, Germiston,</td>
<td>Rooikraal and Platkop Landfill Sites</td>
</tr>
<tr>
<td>Boksburg, Vosloorus</td>
<td>Rooikraal and Platkop Landfill Sites</td>
</tr>
<tr>
<td>Alberton, Thokoza</td>
<td>Rooikraal and Platkop Landfill Sites</td>
</tr>
<tr>
<td>Kempton Park, Edenvale</td>
<td>Weltevreden and Simmer and Jack Landfill Site or any Landfill site which the CoE will from time to time designate</td>
</tr>
<tr>
<td>Tembisa 1 and 2</td>
<td>Weltevreden and Simmer and Jack Landfill Site or any Landfill site which the CoE will from time to time designate</td>
</tr>
</tbody>
</table>

The appointed Bidder can submit a written application to the Head of Department to dispose waste in any of the approved landfill sites. The disposal of waste shall be for the Ekurhuleni Waste Management Account. For this purpose, vehicles registered to service the specified areas will work exclusively for this project to ensure that all waste deposited under Ekurhuleni Waste Management (account has been generated within the boundaries of the City of Ekurhuleni) and able to be paid for by City of Ekurhuleni. Failure to adhere to this clause will lead to the termination of the contract.

The appointed Bidder shall always comply with all relevant legislation and compulsory contributions including, among others: The Occupational Health and Safety Act, the Cooperative Act, Road traffic legislation and relevant Environmental legislation.

The appointed bidder shall keep accurate records of the volumes and tonnage of solid waste/litter that were removed for recording, reporting and audit purposes.
7.2 CONTIGENCY PLAN
The Bidder must include in the required operational plan a contingency Plan to address the failure of any portion of the service.

- Operation of stores and materials to be held and minimum stock levels required per month and stock planning for December/January months.
- Plan addresses labor unrest
- Plan addresses planned maintenance of vehicles and plant
- Plan considers Civil Unrest
- Plan addresses festive period & leave
- Plan addresses absenteeism
- Provision of security
- Number of vehicles required for the area in terms of the specifications.
- Number of staff required for round collected refuse, street cleaning and illegal dumping

7.3 Provision of tools, equipment, materials, and loose gear.
The appointed Bidder shall be paid a monthly fee for the establishment and maintenance of a store where they draw materials in an auditable manner; to accomplish their tasks.

The appointed Bidder shall be expected to avail all resources, adequate consumables, and reliable implements and equipment to effectively execute all work specified in a measurable and sustainable manner.

The stores shall always have the following materials and equipment at all times:

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicative Quantities. Cooperative Agent to calculate actual Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse Bags for Weekly Collections</td>
<td>Number of bags equal to the number of informal settlement units serviced (at least 30 microns) per week</td>
</tr>
<tr>
<td>Refuse Bags for Street Cleaning</td>
<td>10 bags per person per day for the number of workers per area.</td>
</tr>
<tr>
<td>Litter picking stick</td>
<td>One per person per year</td>
</tr>
<tr>
<td>Hand Gloves</td>
<td>Minimum of one pair per person per month</td>
</tr>
<tr>
<td>dust Masks</td>
<td>4 per person per month</td>
</tr>
<tr>
<td>Toilet Tissue</td>
<td>As and when required</td>
</tr>
</tbody>
</table>

- Basic Occupational Health & Safety
To ensure minimum acceptable compliance regarding Health & Safety, aligned to Council’s personal protective equipment policy, all Operational Personnel must be provided with the following PPE as indicated:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY (minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overalls</td>
<td>2 x once a year</td>
</tr>
<tr>
<td>Safety shoes/boots</td>
<td>2 pairs a year</td>
</tr>
<tr>
<td>Gloves (Heavy duty Leather or Rubberised)</td>
<td>A minimum of 12 pairs per annum or when</td>
</tr>
</tbody>
</table>
### 8. ADDITIONAL REQUIREMENTS

#### 8.1 Communication

Effective communication is imperative for the project’s success hence all communication with Council, be it formal or informal, shall be in Council’s official business language namely English.

In view of the dynamics encompassing the sphere of operations and the extended working hours, it is imperative that the appointed Bidder or his/her representative can be always contacted; hence, the provision of a dedicated active mobile telephone number with an activated voice messaging service or real-time divert to an alternate active number. In addition to the basic office automation required to effectively operate an administrative office, an active facsimile and/or email facility must be available.

**Communication protocol**

The formal communication between Council and appointed Bidder shall be handled as follows:

- CoE Waste Management project manager and appointed Bidder project managers
- The Bidder project managers and the contract employees.
- There shall be no formal interaction between council and the appointed Bidder general labour.

Under no circumstances will the appointed Bidder be required to handle hazardous waste of any nature i.e., medical, infectious, petroleum, pharmaceutical or noxious waste. Council’s representative must be informed of the occurrence within 24 hours upon its discovery to facilitate the prompt removal and proper disposal thereof.

Irreparably damaged, vandalised or otherwise unusable receptacles must be reported to Council as soon as practicable to ensure the prompt repair, removal and/or replacement thereof.

Any matter or issue of obscurity, particularly those of a material nature e.g. The Contractor making major operational changes or suspending service delivery, or uncertainty about the removal of suspicious-looking waste matter must be conferred with ERWM representative before making any principle decision pertaining thereto.

#### 8.2 Formal Meetings

The appointed Bidder shall be required to formally meet with ERWM delegated representative(s) at least once per month. Meetings will be held at Council’s offices and convening specifics (date and time etc.) shall be determined by Council’s representative.

The following generic contract-related issues should ideally form part of the routine agenda:

- Status quo operations report
- Incidents, complaints, or other material/serious matters of concern
- Review of previously unresolved issues or work in progress
- Any other general matters relating to the contract
- Discussion of current matters arising

ERWM representative shall keep detailed minutes of meetings. These documents will form part of the contract’s records.

8.3 Area Inspections

It shall be a compulsory requirement that the appointed Bidder or his/her appointed representative will accompany ERWM representative on weekly inspections.

Should the appointed Bidder or his/her representative not be available for any routine inspection, the area’s cleanliness assessment will continue in their absence and the findings of ERWM representative will be deemed as a true and fair reflection of the area and will not be contestable.

Upon conclusion of the site assessment process, both parties will be expected to sign off the inspection sheet with the exception mentioned in the preceding paragraph where Council’s representative will be the only signatory. This document will form part of the contract’s records.

Pictorial evidence must be retained to substantiate any operational issues or incidents.

d. Reporting

Complaints

- A complaints register must be meticulously kept and maintained which ideally should contain all the essential information from date of receipt to closure of every individual query/ matter (the standard delivery time for attending to complaints will also be linked to EMIS).

- Records of all the complaints/accolades received in their area of work. The records shall amongst others include Date Reported, Details and Contact numbers of the person who reported the matter, nature of complaint, location and address of complaint, date the complaint was dealt with, details of person who confirmed the completion of the complaint.

- These records must be summarized on daily/weekly/monthly/quarterly/ annual basis and be consolidated and reported to COE.

Availability of Resources

- Records of all staff, vehicles and equipment availability needed for their area of work must be kept by the Contractor daily.

- The records must include details of vehicle/equipment breakdown, nature of breakdown, date repaired etc.

- These records must be summarized on daily/weekly/monthly/quarterly/ annual basis and must be consolidated and submitted to COE.

Productivity.

- The Contractor must keep records of all vehicles and equipment availability needed for their area of work.
• The records shall amongst others include number of trips per vehicle/plant per day, tonnages per vehicle/equipment/day, distance travelled/vehicle/equipment/day, tonnages lifted/person/day etcetera.

• These records must be summarized on daily/weekly/monthly/quarterly/ annual basis and be consolidated and submitted to COE.

Operational Reports

• The Contractor shall produce operational reports on daily/weekly/monthly/quarterly/ annual basis, the format to be agreed on with the delegated representative ERWM and submit a consolidated report to ERWM and must include complaints, productivity, availability of resources, recycling and occupational health and safety matters as listed above.

Educational, Training and Development Reports

• The Contractor shall on quarterly basis produce assessment reports, reporting on achieved progress against projected milestone and deliverables and where required include remedial measures to bring the entities in line with the planned progress in the educational, training and development plans.

9. MINIMUM EQUIPMENT SPECIFICATIONS

The following equipment shall be deemed essential and must be supplied by the appointed Bidder at his/her own expense, and should be available perpetually for the duration of the contract

MINIMUM EQUIPMENT SPECIFICATIONS PER AREA

<table>
<thead>
<tr>
<th>DESCRIPTION/PURPOSE</th>
<th>TYPE/SIZE</th>
<th>MINIMUM QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse Removal</td>
<td>19 M³ REL COMPACTOR</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>8 TON TRUCK OR 2X 4TON TRUCK</td>
<td>1</td>
</tr>
<tr>
<td>Illegal dumping</td>
<td>TLB/ Front End Loader</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>6M³/10M³ TIPPER TRUCKS</td>
<td>2</td>
</tr>
<tr>
<td>SUPERVISION</td>
<td>Light Delivery Vehicle ((LDV) or Bakkie) (Minimum: GVM 1900KG)</td>
<td>1</td>
</tr>
</tbody>
</table>

• Suitable vehicles for the removal of refuse: 1 x 19m³ REL Compactor and a vehicle with a loading capacity of at least 12m³ that can discard refuse mechanically (see above Minimum Equipment Specifications per Area).

The LDV’s will be used for transportation of tools/equipment and the supervisory/ personnel only.

• The equipment for refuse collection must be compatible to service 240l bins and other bins mechanically i.e. fitted with mechanical lifting devices when required
• Brooms, rakes, forks, spades, litter picking forceps and collection bags
• The Bidder shall be required to provide appropriately sized bin liners which complies with a minimum thickness of 30µ/m (microns) and must be a different colour as opposed to Council’s standard issue
• Any other equipment deemed necessary to effectively execute the specifications in this bid document
10. **STANDARD OF SERVICES**

- All streets, gutters/kerbsides, pavements, and open areas within the boundary must be free of all solid waste, debris and litter
- Dead animals must be removed promptly but by no later than cessation of the day’s shift
- All collected refuse must be cleared and be removed to a designated storage area or landfill site
- No bags shall be left uncollected at the end of any day’s shift

11. **FREQUENCY OF SERVICE**

11.1 **Operating Hours**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Operating hours</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street cleaning and litter picking</td>
<td>07H00-17H00</td>
<td>Daily</td>
</tr>
<tr>
<td>Illegal dumping</td>
<td>07H00-17H00</td>
<td>As and when</td>
</tr>
<tr>
<td>Round Collected Refuse (RCR)</td>
<td>07H00-17H00</td>
<td>Once a week</td>
</tr>
<tr>
<td>Recycling/Sorting</td>
<td>06H00-18H00</td>
<td>Daily</td>
</tr>
<tr>
<td>Transportation and disposal</td>
<td>07H00-17H00</td>
<td>Monday-Saturday</td>
</tr>
</tbody>
</table>

These hours and frequency can be adjusted at any particular time by the ERWM to meet any urgent or unforeseen operational needs.

12. **PENALTIES**

The Head of Department or his/her nominee shall be entitled to impose penalties for failure to render the required service in accordance with the provisions contained herein whether wholly or in part thereof.

The following penalties shall apply:

12.1 Non-service delivery of street cleaning and sweeping services: R10 000,00 per incident which will escalate by R1000 per hour if the complaint or reported matter has not been addressed within 12 (twelve) hours after having been reported.

12.2 Non-service delivery of street litter picking services: R10 000,00 per incident for non-service delivery which will escalate by R1000,00 per hour if the complaint or reported matter has not been addressed within 12 (twelve) hours after having been reported.

12.3 Failure to remove all street litter as per schedule: R8000,00 per incident which will escalate with R800,00 per hour if the complaint or reported matter has not been addressed within 4 (four) hours after having been reported.

12.4 Failure to remove illegally dumped waste: R15 000,00 per incident which will escalate with R1500,00 per hour if the complaint or reported matter is not addressed within 12 (twelve) hours after having been reported.

12.5 Failure to render the refuse collection services on scheduled day of collection R15 000 per incident which will escalate with R1500 per hour if the complaint or reported matter is not addressed within 12 (twelve) hours after having been reported.

12.6 Failure to provide the required machinery and equipment or part thereof for the rendering of litter picking services as required in terms of this Contract R12 000 per incident which will escalate with R1200 per hour if the reported matter is not addressed within 4(four) hours after having been reported.
12.7 Failure to provide the required machinery and equipment or part thereof for the rendering of refuse collection and illegal dumping removal services as required in terms of this Contract R18,000 per incident which will escalate with R1,800 per hour if the reported matter is not addressed within 4(four) hours after having been reported.

12.8 Failure to provide the required employees with the correct and adequate PPE in the execution of their duties as required in terms of this Contract R8,000 per incident which will escalate with R800 per hour if the reported matter is not addressed within 1(one) hour after having been reported.

12.9 Failure to provide the required number of employees per shift as required in terms of this Contract R8,000 per incident which will escalate with R800 per hour if the reported matter is not addressed within 3(three) hours after having been reported.

12.10 Failure to attend two consecutive meetings or joint site inspections by the appointed Bidder shall constitute a material breach of this contract and a fine of R12,000 per incident will be imposed.

12.11 Failure to render the recycling services according to the specifications as required in terms of this project shall constitute a fine of R10,000 per incident.

12.12 Failure to conduct/participate in education and awareness campaigns as required in terms of this project will constitute to a fine of R10,000 per incident.

12.13 Failure to attend any meeting arranged by the Department or submission of any required reports will result in a penalty of R20,000 per incident.

12.14 Failure to provide photographs before, during and after clean ups as required will result in a penalty of R20,000 per incident.

13 **PUBLIC LIABILITY**

The appointed Bidder will be responsible for all losses and/or damage caused to private or public property. The successful bidder must submit proof of public liability insurance cover to the amount of **R5,000,000.00** to CoE, within fourteen days after the awarding of the bid.

14 **SERVICES LEVEL AGREEMENT**

An SLA will be entered with the successful bidder/s
VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, except as stated hereunder:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

__________________________
AUTHORISED PERSON’S SIGNATURE

__________________________
DATE
CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08-2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

SCHEDULE OF PRICES PER SERVICE DELIVERY AREA MAKING UP AN AVERAGE OF 16 093 UNITS-

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT RATE (EXCLUDING VAT)</th>
<th>TOTAL PRICE (EXCLUDING VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Labour</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Wages (comply with sectorial determination, including benefits) 88 Workers</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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<tr>
<td>2.</td>
<td>PPE</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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<tr>
<td></td>
<td>Gloves, masks, safety boots, overalls, safety goggles, reflective vests, hard hat and sun hats For 88 Workers</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>3.</td>
<td>Collection and transportation</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td>Operational costs, e.g., Fuel, tyres, license fees etc. (19m³REL and 8Ton or 2x 4Ton)</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
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<tr>
<td>4</td>
<td>Illegal Dumping removal Front end loader/TLB and Tipper Trucks (daily)</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Maintenance of storage areas and Walk-in-bulk containers including recycling.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6</td>
<td>Training of cooperatives/SMME - Waste management Financial Management - Project management - Basic office administration management - (All courses to be pre-approved and offered on NQ-level 2).</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Education and Awareness campaigns and programme</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Bin Liners (for the cleaning and replacement liners for households weekly cleaning) (fixed per number of units).</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Bin Liners (for the daily cleaning and replacement liners for street cleaning. (10 bags per worker per day)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>85 liter green hessian bags (2 000 bags)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Cleaning &amp; storage inclusive of tools of trade  Spades  Brooms</td>
<td></td>
<td></td>
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</tbody>
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<thead>
<tr>
<th>UNIT OF MEASURE</th>
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<th>UNIT RATE (EXCLUDING VAT)</th>
<th>TOTAL PRICE (EXCLUDING VAT)</th>
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</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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<tr>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Bi-Annually</td>
<td>6</td>
<td>R</td>
<td>R</td>
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<tr>
<td>Quarterly</td>
<td>12</td>
<td>R</td>
<td>R</td>
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<tr>
<td>Monthly</td>
<td>32</td>
<td>R</td>
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<tr>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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<tr>
<td>Biannually</td>
<td>6</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
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</table>

89
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>ESTIMATE QUANTITY</th>
<th>UNIT RATE (EXCLUDING VAT)</th>
<th>TOTAL PRICE (EXCLUDING VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Litter picking forceps</td>
<td></td>
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<tr>
<td></td>
<td>Scoops</td>
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<tr>
<td></td>
<td>Plastic leaf Rakes</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Digging Forks</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Management and administration</td>
<td>Monthly</td>
<td>32</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>A</td>
<td>SUB TOTAL (EXCLUDING VAT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>VAT (15%)</td>
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<tr>
<td>C</td>
<td>GRAND TOTAL</td>
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</tbody>
</table>

**SUMMARY OF RATES PER SERVICE POINT**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BID PRICE FOR THE 32 MONTH PERIOD EXCLUDING VAT</th>
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<tbody>
<tr>
<td>D</td>
<td>RATE PER SERVICE POINT = A (SUB TOTAL EXCL VAT) / 16 093</td>
</tr>
<tr>
<td>E</td>
<td>VAT (15%)</td>
</tr>
<tr>
<td>F</td>
<td>GRAND TOTAL</td>
</tr>
</tbody>
</table>
PLEASE NOTE THAT:

- ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSE ONLY
- THIS BID WILL BE EVALUATED AND AWARDED PER SERVICE DELIVERY AREA.
- IT IS THE INTENTION OF COE TO AWARD THIS BID TO A MAXIMUM OF 13 SERVICE PROVIDERS, A MAXIMUM OF ONE SERVICE PROVIDER PER SERVICE DELIVERY AREA.
- IN CASES WHERE IT IS NOT POSSIBLE, TO AWARD A MAXIMUM OF ONE SERVICE DELIVERY AREA TO A BIDDER, (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN A BIDDER MAY BE AWARDED MORE THAN ONE SERVICE DELIVERY AREA, AND PREFERENCE WILL BE GIVEN TO THE HIGHEST SCORING BIDDER.
- THE RATES OF THE HIGHEST SCORING BIDDER MAY BE OFFERED TO THE SECOND, THIRD AND FURTHER HIGHEST SCORING BIDDERS.
- IF THE RATES OF THE HIGHEST SCORING BIDDER ARE DEEMED TO BE BELOW THE MARKET, ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET RELATED AS DEFINED BY THE INDUSTRY

CONSUMER PRICE INDEX

PERIOD ONE (01)

- BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID

PERIOD TWO (02)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

__________________________________________________
Signature of person authorised to sign bid documents

__________________________________________________
Name in block letters

__________________________________________________  ______________________
Designation  Date
1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.10 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.11 “GCC” means the General Conditions of Contract.

1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.13 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry.

1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
1.15 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.16 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.17 “Purchaser” means the organization purchasing the goods.

1.18 “Republic” means the Republic of South Africa.

1.19 “SCC” means the Special Conditions of Contract.

1.20 “SCM” means Supply Chain Management.

1.21 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.23 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

4. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.
Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights and Copyright

6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor’s premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. **Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
11. **Insurance**
   The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. **Transportation**
   Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. **Incidental Services**
   13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
   
   (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
   (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
   (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
   (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
   (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

   13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or services.

14. **Spare parts**
   14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
   
   (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
   (b) in the event of termination of production of the spare parts:
      (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
      (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**
   15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's
specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

16.1 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.

16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.

16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser’s request for bid validity extension, as the case may be.

18. **Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. **Assignment**  
The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. **Subcontracts**  
The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. **Delays in the supplier’s performance**  
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier’s point of supply is not situated at or near the place where the goods are required, or the supplier’s services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to its other rights, be entitled to claim damages from the supplier.

22. **Penalties**  
Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. **Termination for default**  
23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

23.2 In the event that the purchaser lawfully terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to have a restriction imposed on the supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed to cause the supplier to be restricted?

23.5 Any restriction imposed on any person will also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:

(i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and

(ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. **Antidumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the Purchaser is not liable for
any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for Insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. **Settlement of Disputes**

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
   (a) to assist in the resolution of disputes between the municipality and other persons regarding -
      (i) any decisions or actions taken in the implementation of the supply chain management system; or
      (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
   (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

   (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.

   (3) The person appointed must –
      (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
      (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

   (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
      (a) the dispute, objection, complaint or query is not resolved within 60 days; or
(b) no response is forthcoming within 60 days.
(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
(6) This paragraph must not be read as affecting a person’s rights to approach a court at any time.

28. **Governing language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

29. **Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

29.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

29.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

30. **Taxes and duties**

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. **Transfer of contracts**

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

32. **Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

33. **Prohibition of restrictive practices**

33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of
firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s)
is/ are or a contractor(s) was / were involved in collusive bidding.

33.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by
the purchaser has / have engaged in the restrictive practice referred to above, the
purchaser may refer the matter to the Competition Commission for investigation and
possible imposition of administrative penalties as contemplated in section 59 of the
Competition Act No 89 of 1998.

33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal
of the restrictive practice referred to above, the purchaser may, in addition and without
prejudice to any other remedy provided for, invalidate the bid(s) for such item(s)
offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or
contractor(s) from conducting business with the public sector for a period not
exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s)
concerned.
FORM “M”

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

1.1 DEFINITIONS:

1.1.1 “Accounting Officer” in relation to the Municipality, means the Municipal Manager

1.1.2 "Bid" means an offer to supply goods and/or services to the COE at a specified price or rate;

1.1.3 "Bidder" means any person offering to supply goods and/or services to the COE;

1.1.4 “CCC” shall mean Customer Care Centre

1.1.5 “CM” shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998

1.1.6 "Contractor(s)" means the bidder whose bid has been accepted by the COE;

1.1.7 “ED” means the Executive Director of the Department in the COE responsible for this bid or her/his duly authorised representative;

1.1.8 “COE” or “Municipality” shall mean the CITY OF EKURHULENI;

1.1.9 "Final delivery certificate" means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;

1.1.10 "Letter of acceptance" means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;

1.1.11 “Signature date” and in relation to any contract, means the date of the letter of acceptance;

1.1.12 “Termination date” - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;

1.1.13 "Value added" means that portion of the bid price not constituting the cost of materials;

1.1.14 "Warranties" - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.

1.2 Interpretation:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes-

1.2.2.1 any gender includes the other gender;

1.2.2.2 a natural person includes an artificial or juristic person and vice versa;

1.2.2.3 the singular includes the plural and vice versa;

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day
falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;

2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.

2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.

2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:

2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;

2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.

2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.

2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all
my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.

4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:

4.1 SUPPLY CHAIN MANAGEMENT POLICY;
4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

5 Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.

6 Bid prices must be submitted on the official bid Form “K” – “Schedule of Prices” form, which must be filled in and completed in all respects.

7 Bids must be submitted in sealed envelopes.

8 Separate envelopes must be used for each bid invitation.

9 The address, bid number and closing date must appear on the front of the envelope.

10 The name and address of the Bidder must appear on the back of the envelope.

11 Each bid document is allocated with a certain bid box number in which the bid documents must deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.

12 Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.

13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.

13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after
the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be prima facie evidence of the amounts lawfully owing to the COE.

13.4 For purposes of this clause the term “in good standing” means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1) (f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.

16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE

17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;

17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

17.3 ADJUDICATION OF BIDS

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form “A” - “Procurement Form”, included in this bid document.

Form “A” – “Procurement Form”, must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form “J” – “Variations and Omissions” document.
GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS
Notwithstanding anything to the contrary in this agreement:

19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.

19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.

19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.

19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.

19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY
Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the aforesaid all party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:

20.1 be attributable to-

20.1.1 any liability of the Bidder, whether actual or contingent;
20.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
20.1.2.1 normal taxation;
20.1.2.2 value added tax;
20.1.2.3 minimum or secondary taxation on companies;
20.1.2.4 all other forms of levies or taxation.
20.1.3 any penalties or interest as a result thereof.

20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a consequence of the negligence of the bidder, its employees, members or any persons under its control;

20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,
21.1.2 If the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

*The Offices of the CITY OF EKURHULENI,*

*Corner Cross and Roses Streets,*

*Germiston; or,*

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, clearly stating the contract and order numbers.

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form “I” – “Schedule of Prices” document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.
24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.

24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.

24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to vis major.

25 SURETY

25.1 The Bidder shall, if it is required of him/her, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;

25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE.

Guarantees will be required as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PROJECT VALUE (INCL. OF VAT)</th>
<th>GUARANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>&lt; R500 000</td>
<td>2,5%</td>
</tr>
<tr>
<td>B</td>
<td>R500 001 – R1 000 000</td>
<td>5%</td>
</tr>
<tr>
<td>C</td>
<td>R1 000 001 – R2 000 000</td>
<td>7,5%</td>
</tr>
<tr>
<td>D</td>
<td>&gt;R2 000 000</td>
<td>10%</td>
</tr>
</tbody>
</table>

25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bid price;

25.4 The cost of obtaining any such surety shall be borne by the Bidder;

25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate;

25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

26.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;

26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;

26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes excluding VAT.
28 GOVERNMENT PRICE CONTROL

28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.

28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.

28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.

28.4 Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as being firm and the COE will not, under any circumstances, accept for it’s account, any increase in the prices bided during the duration of the contract.

30 PAYMENT

Payment will be made within thirty (30) days after goods are supplied and date of invoice. The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT

This contract is for a period with effect from date of award by the City, until 30 June 2026.

32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality’s requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.
33 **DISCOUNT**

A minimum of 2.5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 **CONFIDENTIALITY**

34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the aforesaid, the following matters:
- 34.1.1 the contractual and financial arrangements between the COE and other Bidders;
- 34.1.2 the COE's financial matters;
- 34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the aforesaid provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
- 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
- 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 **BREACH**

35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due
for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 PUBLICITY
None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 SEVERABILITY OF THE CONTRACT TERMS
37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;
37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as pro non scripto to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.
37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 WAIVER OF RIGHTS
38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;
38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;
38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 CESSION OF RIGHTS
39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;
39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.
39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.
39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 DOMICILE & NOTICES
40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-
40.1.1 THE CITY OF EKURHULENI
Physical - Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)
40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address ........................................................................................................
........................................................................................................
........................................................................................................
Postal Code ............................................................................................................
Postal Address ........................................................................................................
........................................................................................................
........................................................................................................
Postal Code ............................................................................................................
Fax Number .............................................................................................................

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

40.3 Any notice given or any payment made by any party to any other ("addressee") which is:

40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;

40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT
This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all
prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

**42 APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

**43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder’s hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

**44 PACKING**

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

**45 FALSE INFORMATION**

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

**46 LABOUR CONDITIONS**

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.
FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLEMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) ........................................... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number......................... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.

2. The bid documents shall be deemed to form and be read and construed as part of this agreement:

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .................................................................
CAPACITY .................................................................
SIGNATURE ...............................................................
NAME OF FIRM .........................................................
DATE .................................................................

WITNESS:

1 ........................................
DATE............................
FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-EWM 08- 2023

THE APPOINTMENT OF BIDDERS FOR MANAGEMENT AND RENDERING OF COMPREHENSIVE REFUSE REMOVAL SERVICES INCLUDING RECYCLING IN SPECIFIED INFORMAL SETTLMENTS WITHIN THE CITY OF EKURHULENI FROM DATE OF AWARD UNTIL 30 JUNE 2026

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE COMPLETED BY THE COE)

1. I……………………………………………. in my capacity as …………………………………………….. accept your bid under reference number……………dated……………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

3. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ……………………………………………………..

SIGNATURE………………………………

OFFICIAL STAMP

WITNESS:

1 …………………………….

DATE…………………………..