



CONTRACT NUMBER 01/2026 MN227-2025

**THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ALL LABOUR AND PERSONNEL, PLANT, TOOLS, AND EQUIPMENT
NECESSARY FOR OPERATIONS AND MAINTENANCE OF HUMBERDALE LANDFILL SITE**

CLOSING DATE: 19-09-2025

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: 01/2026 MN 227/2025** and placed in the official **Bid Box** in the foyer of the Umdoni Local Municipality at Corner Bram Fisher and Williamson Street, Scottburgh, 4180, **not later than the closing date and time as advertised, at which hour the bids will be opened in public.**

The lowest or any bid will not necessarily be accepted, and the uMdoni Local Municipality (hereinafter referred to as "ULM") 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:

FORM OF BID	- Declaration
FORM "A"	- Procurement Form of Bid
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million
FORM "H1"	- Declaration for tenderer sub-contracting a minimum of 30%
FORM "I"	- Specification
FORM "J"	- Variations and Omissions
FORM "K"	- Schedule of Prices
FORM "L"	- General Conditions of Contract
FORM "M"	- Special Conditions and Undertakings
FORM "N"	- Contract form - Rendering of services (Part 1)
FORM "N"	- Contract form - Rendering of services (Part 2)



UMDONI MUNICIPALITY

J.E.W.E.L. OF THE SOUTH COAST

Advertisement calling for a Bid

MN 227/2025 BID NO: 01/2026

**APPOINTMENT OF THE CONTRACTOR FOR THE OPERATION AND MAINTENANCE OF THE
LANDFILL SITE FOR UMDONI MUNICIPALITY**

Bids are hereby invited to tender for the **APPOINTMENT OF THE CONTRACTOR FOR THE OPERATION AND MAINTENANCE OF THE LANDFILL SITE FOR UMDONI MUNICIPALITY** project.

The document will also be made available on **Etenders** via this website: www.etenders.gov.za starting on **20 August 2025**.

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant bid number and must be deposited in the official Bid box in the foyer of the Umdoni Local Municipality at Corner Bram Fisher and Williamson Street, Scottburgh, 4180 not later than **12h00 on 19 September 2025** at which time bids will be opened in public. Bids delivered to the Municipality by courier services will not be considered. Bids shall be valid for a period of 120 days after the closing date for the submission of Bids.

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000). Bidders must achieve 80% of the total points Functionality to qualify for the next stage. The 80/20 preference point system shall be applicable during the evaluation and adjudication of this contract.

All Bid queries related to SCM to be directed to Mr D Nyathi on telephone numbers 039 976 1202, queries related to technical issues to be directed to Mr K Subben on 078 552 1498 during office hours.

Umdoni Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid in whole or part. The municipality reserves the right not to make an appointment.

Ms. N. K Dweba
MUNICIPAL MANAGER



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:

1. 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)
2. If any of the sections affecting the evaluation process of the bid, have been removed from the bid document, and have therefore, not been submitted or not completed in full.
3. In the event of a failure to complete and sign in full the schedule of quantities as required.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialing 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.
5. 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.
6. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
7. If the bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
8. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
9. 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)
10. 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.
11. 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 contract that would cause a conflict of interest.
12. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.



13. 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.
14. If the bidder has abused the ULM's Supply Chain Management System and action was taken in terms of paragraph 38 of the ULM SCM Policy
15. In the event of non-submission of financial statements if required **(SEE BID DATA OR PRICING SCHEDULE)**. In this regard please note:
 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.
 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.
 3. Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.
 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 (16.1) and (16.2) above for each of its financial years since commencing business.
 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.
17. Failure to submit **ALL** required documents as specified on the bid document.
18. The bidder is to ensure that financials be submitted annually to the Environmental Resource and Waste Management Department
19. If the following have not been fully completed and signed:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "F"	- Declaration Certificate for Local Production and Content (if applicable)
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million



NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
 - a. CLIENT, EMPLOYER, UMDONI LOCAL MUNICIPALITY (ULM).
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. 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/ADENDUM MAY BE ADVERTISED ON THE ULM WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE ULM 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.

ADVERTISED IN: _____
PUBLISHING DATE: _____
NOTICE/REF. NO.: PRN _____



UMDONI LOCAL MUNICIPALITY

Bids are hereby invited for the following:

**Technical Services Department
Solid Waste Management**

BID NU: 01/2026	<u>DESCRIPTION:</u>	START	CLOSING
MN227/2025	The appointment of service provider for the supply of all labor and personnel, plant, tools and equipment necessary for operations and maintenance of Humberdale landfill site	20-08-2025	19-09-2025

Bid documents will be available as from available on **Etenders** via this website:
www.etenders.gov.za.

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 the official **bid box** at the Umdoni Local Municipality at Corner Bram Fisher and Williamson Street, Scottburgh, 4180, not later than **12:00 PM** on 19-09-2025. Bids will be opened immediately thereafter, in public, 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 12:00** 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 Umdoni Local Municipality, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr K Subben at e-mail address kavershens@umdoni.gov.za

Bidders' 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 ULM Environmental Resource and Waste Management.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

**N K DWEBE
MUNICIPAL MANAGER
UMDONI LOCAL MUNICIPALITY**

**UMDONI LOCAL MUNICIPALITY BID NO. 01/2026****MBD 1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMDONI LOCAL MUNICIPALITY			
BID NUMBER:	01/2026	CLOSING DATE:	19-09-2025
		CLOSING TIME:	12:00 pm
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY OF ALL LABOUR AND PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND MAINTENANCE OF HUMBERDALE LANDFILL SITE		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

UMDONI LOCAL MUNICIPALITY
CORNER BRAM FISHER AND WILLIAMSON STREET
SCOTTBURGH
4180

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No <input type="checkbox"/>	B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	Yes <input type="checkbox"/> No <input type="checkbox"/>

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES & QSE) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (INCL VAT)	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			



UMDONI LOCAL MUNICIPALITY BID NO. 01/2026

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Kavershen Subben
CONTACT PERSON	David Nyathi	TELEPHONE NUMBER	078 552 1498
TELEPHONE NUMBER	039 976 1202	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	kavershens@umdoni.gov.za
E-MAIL ADDRESS	davidn@umdoni.gov.za		



**MBD 1
PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

**FORM OF BID
UMDONI LOCAL MUNICIPALITY**

CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS, AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

GENERAL DECLARATION:

To: The Municipality Manager
Umdoni Local Municipality
Corner Bram Fisher and Williamson Street
Scottburgh
4180

Sir/Madam,

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

- (a) bid to supply and deliver to the UMDONI LOCAL MUNICIPALITY [hereinafter referred to as "the ULM"] 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 ULM by way of a duly authorized 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 fi Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialed by the relevant authorized person and that the document constitutes a proper contract between the ULM 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 ULM that the claims are correct. If the claims are found to be inflated, the ULM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the ULM as a result of the award of the contract*



- and/or cancel the contract and claim any damages which the ULM may suffer by having to make less favorable 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 authorized;
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the ULM; and
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 6(3)) of the Preferential Procurement Regulations, 2017 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 or a certified copy thereof confirming their annual total revenue is 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
<input type="checkbox"/>	<input type="checkbox"/>

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 Authorized Person: _____

Authorized Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

As witness: 2. _____



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 ULM, 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 the Broad -Based Black Economic Empowerment Certificate as provided for in Regulation 6 and 7 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.*



NAME OF BIDDING ENTITY

FORM "A"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

PROCUREMENT FORM

ADJUDICATION OF BIDS

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

1. Technical Adjudication and Functionality Evaluation

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.

2. Plant and Equipment (Owned or Leased)

Evaluation of the following in terms of 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 bided for
- Qualifications and experience of key staff to be utilized 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



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:

- 10% Surety proposed
- 10% Retention 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 ULM 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 Point System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African National Accreditation System (SANAS) or an Original Sworn Affidavit or a certified copy thereof together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or above R30 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 B-BBEE Status Level of Contribution. 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 B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub- contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution 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 Definition of Price Application

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 6(1) and 7(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

1. Regulation 5 of the Preferential Procurement Regulations, 2022 provides as follows:
 - i. An organ of state must indicate in the invitation to submit a tender if the tender will be evaluated on functionality,
 - ii. The evaluation criteria for measuring functionality must be objective.
 - iii. The tender documents must specify-
 - a. the evaluation criteria for measuring functionality;
 - b. the points for each criterion and, if any, each sub-criterion; and
 - c. the minimum score for functionality.
 - iv. The minimum qualifying score for functionality for a tender to be considered further-
 - a. must be determined separately for each tender; and
 - b. may not be so-
 - low that it may jeopardize the quality of the required goods and/or services; or
 - high that it is unreasonably restrictive.
 - v. Points scored for functionality must be rounded off to the nearest two decimal places.
 - vi. A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
 - vii. Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.
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 Municipality Manager must act in terms of paragraph 14 of the Preferential Procurement Policy Regulations, 2022, against the bidder or person awarded the contract upon detecting that the B- BBEE status level of contribution has been claimed or obtained on a fraudulent basis.

Regulation 14 of the Preferential Procurement Policy Regulations provides as follows:

"14(1) Upon detecting that a tenderer submitted false information regarding its BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- a) inform the tenderer accordingly;
- b) give the tenderer an opportunity to make representations within 14 days as to why-
 - i. the tender submitted should 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;
 - ii. if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalized up to 10 percent of the value of the contract; and
 - iii. the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state.
- c) if it concludes, after considering the representations referred to in sub regulation(1)(b), that-
 - i. such false information was submitted by the tenderer-
 - aa. disqualify the tenderer or terminate the contract in whole or in part; and
 - ab. if applicable, claim damages from the tenderer; or
 - ii. the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalize the tenderer up to 10 percent of the value of the contract.

(2)(a) An organ of state must-

- i. inform the National Treasury, in writing, of any actions taken in terms of sub regulation (1);
- ii. provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- iii. submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(3) The National Treasury must-

- a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
- b) maintain and publish on its official website a list of restricted suppliers.



**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 B-BBEE, 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 R30 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).

1.2. The value of this bid is estimated to be less than R50 million (all applicable taxes included) and therefore the (80/20) system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- a. Price; and
- b. Specific goals.

1.3.1. The maximum points for this bid are allocated as follows;

1.3.1.1.	PRICE	(80 Points)
1.3.1.2.	Specific goals	(20 Points)
	Total Points for Price and Specific goals	(100 Points)

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or an Original Sworn Affidavit or a certified copy thereof together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution 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. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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;
- 2.4. **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **"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;
- 2.7. **"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;
 - 2.8. **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.9. **"EME"** means any enterprise with an annual total revenue not exceeding R10 million.
 - 2.10. **"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;
 - 2.11. **"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;
 - 2.12. **"Non-firm prices"** means all prices other than "firm" prices;
 - 2.13. **"Person"** includes a juristic person;
 - 2.14. **"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;
 - 2.15. **"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;
 - 2.16. **"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;
 - 2.17. **"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
 - 2.18. **"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 B-BBEE.
- 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 B-BBEE, 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****1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)		

DECLARATION WITH REGARD TO COMPANY/FIRM

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



4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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



.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



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 _____

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO

TCS PIN NUMBER

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR AN ORIGINAL SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF BEEN SUBMITTED?

(Tick applicable box)

YES	NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

- ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- ☐ AN ORIGINAL SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF



(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ AN ORIGINAL SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
(Tick applicable box)
(If YES, enclose proof)

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

2. Legal entity: Mark with an X

Sole Proprietor	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>
Company	<input type="checkbox"/>
Joint venture / Consortium	<input type="checkbox"/>
Trust	<input type="checkbox"/>
Tertiary institution	<input type="checkbox"/>
Public entity	<input type="checkbox"/>

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

Joint venture / Consortium Member	Type of Entity (as defined above)



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 authorizing 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)

Name and Surname	Identity Number	Relevant Qualifications and Experience	Years Of Relevant Experience

**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:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account (i.e., Cheque account)	



NAME OF BIDDING ENTITY

JOINT VENTURE / CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for The Appointment of Service Providers for The Supply of All Labor and Personnel, Plant, Tools, And Equipment Necessary for Operations and Maintenance of Humberdale Landfill Site.

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 authorized 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, endeavor 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 ULM, 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

Or

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 ULM or any other party for the Project, either alone or in collaboration with a third party.

Authorized Signature Lead Partner _____

Name: _____

Designation: _____

Signed at _____ on _____

Authorized Signature of 2nd Partner _____

Name: _____

Designation: _____

Signed at _____ on _____

Authorized 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 authorized signatures



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Physical Facilities

DESCRIPTION	ADDRESS	AREA (m ²)

Plant / Equipment

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

NB: PLEASE INDICATE YES OR NO ON THE BELOW TABLE IN ORDER TO BE EVALUATED

DESCRIPTION: OWNED PLANT / EQUIPMENT	YES OR NO
32-Ton Trash Compactor	
2x 10 Cube Tipper truck	
20-Ton Track Excavator	
6 000ℓ Water Tanker with Sprinklers	
Wood Chipper – 8 Inch Hydraulic Feeder	
12G Grader	
6-inch Submersible Water Pump with Hoses	
Long Wheel Base (LWB) Van	
Is The Above Plant / Vehicles / Equipment in good working condition	



DESCRIPTION: OWNED PLANT / EQUIPMENT (CONTINUED)	NO. OF UNITS

DESCRIPTION: HIRED PLANT / EQUIPMENT	YES OR NO
32-Ton Trash Compactor	
2x 10 cube Tipper Truck	
20-Ton Track Excavator	
6 000ℓ Water Tanker with Sprinklers	
Wood Chipper – 8 Inch Hydraulic Feeder	
12G Grader	
6-inch Submersible Water Pump with Hoses	
Long Wheel Base (LWB) Van	
Is The Above Plant / Vehicles / Equipment in good working condition	



DESCRIPTION: HIRED PLANT / EQUIPMENT (CONTINUED)	NO. OF UNITS

**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

DESCRIPTION	VALUE (R)	START DATE	DURATION	EXPECTED COMPLETION DATE

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? *(Tick applicable box)*

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

**SMME STATUS - (COMPULSORY)**

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

Provide details on the following:

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

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.



NAME OF BIDDING ENTITY

EQUITY OWNERSHIP (COMPULSORY)

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

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. (Complete on next page)



KINDLY ATTACH COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS



KINDLY ATTACH COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS



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)

OWN STAFF	NO. OF STAFF



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Proposed Key Personnel

Provide information on key staff you intend utilizing 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)

DESIGNATION	NAME AND SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF LEVEL	NO. OF YEARS EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<u>Landfill Manager</u> Civil Engineering Degree (NQF Level 7) with ECSA registration as PR Eng / PR Tech Eng. Candidate registration will lead to disqualification of bid 5 years' experience in the operation and maintenance of landfill site Classified as GLB (General Large Landfill Site / Class B Landfill) or with a higher classification						



SUMMARY OF	EXPERIENCE AND PRESENT OCCUPATION		
	NO. OF YEARS EXPERIENCE		
	NQF LEVEL		
	QUALIFICATIONS		
NATIONALITY			
NAME AND SURNAME			
DESIGNATION			

REQUIRED DOCUMENTS TO BE SUBMITTED WITH THE BID DOCUMENT

Please note:

- CV with contactable references and Copies of qualification/s for Landfill Manager.
- CV with contactable references and Copies of qualification/s for Site Supervisor
- Proof of plant ownership or leasing agreement or intent to lease completed by the lessor.



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- Completion Certificate/s with contactable reference/s or Signed reference letter/s with contactable references or recommendation letter/s for the operation will be considered and not construction of landfill/s and associated works. (Audits older than 2 years)

NB! FAILURE TO ATTACH THE REQUIRED DOCUMENTS AS PART OF THE SUBMISSION OF THE BID WILL RENDER THE BID NON- RESPONSIVE.

**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

DESCRIPTION	VALUE (R)	START DATE	DURATION	COMPLETION DATE	REFERENCE	
					Name (Contact Person)	Contact Number
					Email:	
					Email:	
					Email:	
					Email:	



Financial Ability to Execute the Project

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):

- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998):

- Cash:

R _____

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

DESCRIPTION	AMOUNT (VAT INCLUDED)			
	<i>a</i> Received	<i>b</i> payments made	<i>a – b</i> Net Cash Flow	Cumulative Cash Flow
1			d	j = d
2			e	j + e = k
3			f	k + f = l
4			g	l + g = m
5			h	m + h = n
6			etc.	etc.
7				
8				
9				
10				
11				



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12				
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.)



OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S UMDONI LOCAL MUNICIPALITY 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).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
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. If a bidder is an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an Original Sworn Affidavit or a certified copy thereof in compliance with the requirements of Regulation 6(3) of the Preferential Procurement Regulations, 2022, in order to obtain B-BBEE Status Level points in terms of Regulations 6(2) or 7(2) of said Regulations;**
- 2. If a bidder is not an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof issued by a SANAS accredited verification agency, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 6(3) of the Preferential Procurement Regulations, 2017, in order to obtain B-BBEE Status Level points in terms of Regulations 6(2) or 7(2) of said Regulations;**
- 3. To attach a valid original tax clearance certificate or copy or TCS pin number thereof;**
- 4. In the case of a joint venture/consortium, the valid original tax clearance certificate or copy/ies thereof, of each entity constituting the joint venture/consortium, must be submitted with the bid document;**
- 5. Attach all required documents to the last page of your bid document;**
- 6. Bidders other than EMEs or QSEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued a verification agency accredited by SANAS;**
- 7. Failure to attach the original / duly certified copies of B-BBEE status level will render the bid non-responsive;**
- 8. No photocopies of certified copies will be allowed.**



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "B"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

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 favoritism, 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 authorized 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



UMDONI LOCAL MUNICIPALITY BID NO. 01/2026

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)*

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

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)*

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

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)*

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

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)*

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

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)*

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

3.12.1. If yes, furnish particulars. _____

3.13. Are any spouse, child or parent of the company's director's trustees, managers,



shareholders or stakeholders in service of the state? *(Tick applicable box)*

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

3.13.1. If yes, furnish particulars. _____

3.14. Do you or any of the directors, trustees, managers, principal 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)*

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

3.14.1. If yes, furnish particulars. _____

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

FULL NAME	IDENTITY NUMBER	EMPLOYEE NUMBER



CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

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

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

Signature

Date

Capacity

Name of Bidding Entity



FOR EVALUATION PURPOSE (MUST BE COMPLETED – if applicable)

NAME OF BIDDING ENTITY

**FORM “C”
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026**

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

MUST BE COMPLETED FOR THIS BID

**Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of
the UMDONI LOCAL MUNICIPALITY (ULM), 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, the bidder is required to furnish 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.
 2. if a bidder is a registered close corporation, the bidder is required to furnish 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.
 3. 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.
 4. 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.
2. Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.



PLEASE NOTE - Further that if no Three (03) Annual Financial Statements are attached as indicated in the pricing schedule of Bill of Quantities (BOQ); (*Please indicate by ticking in the applicable box*)

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
JOINT VENTURE/ CONSORTIUM / PARTNERSHIP	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

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 Authorized Signatory (*Please print*): _____

Authorized Signature: _____

As witness 1: _____

As Witness 2: _____



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "D"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.1.1. If yes, furnish particulars. _____



- 4.2. 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 (www.treasury.gov.za) by clicking on its link at the bottom of the home page. (Tick applicable box)

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

4.2.1. If yes, 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? (Tick applicable box)

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

4.3.1. If yes, 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? 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? (Tick applicable box)

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

4.4.1. If yes, 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? (Tick applicable box)

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

4.5.1. If yes, furnish particulars. _____



CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

Capacity

Name of Bidding Entity



FORM "E"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND MAINTENANCE OF HUMBERDALE LANDFILL SITE

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 01-2026

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND MAINTENANCE OF HUMBERDALE LANDFILL SITE

In response to the invitation for the bid made by:

UMDONI LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

- 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

Capacity

Name of Bidding Entity



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

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 ULM, 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 document duly authorized 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 ULM, 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 ULM 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. further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the ULM 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 utilized to offset any monies due to a municipality or a municipal entity.
- vi. The following account/s of the bidding entity has reference:

Municipality

Account Number

(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.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at _____ this _____ day

of _____ 20 _____

Name of Duly Authorized Signatory (*Please print*): _____

Authorized Signature:

As witness 1:

As Witness 2:



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "H"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

**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 UMDONI LOCAL MUNICIPALITY (ULM), 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 authorized 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 ULM 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 ULM 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 ULM for services/goods rendered in terms of this bid shall be utilized to offset any monies due to a municipality or a municipal entity.
- vi. The following account/s has reference:

Municipality

Account Number

(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.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at _____ this _____ day
of _____ 20 _____

Name of Duly Authorized Signatory (*Please print*): _____

Authorized Signature: _____

As witness 1: _____

As Witness 2: _____



FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "I"

**UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026**

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

SPECIFICATION

**SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF
REGULATION 27 OF THE SUPPLY CHAIN MANAGEMENT REGULATIONS:**

1. SCOPE OF CONTRACT FOR OPERATION AND MAINTENANCE OF LANDFILL SITE

This contract calls for the supply of all labor, plant, tools, equipment, and personnel necessary to operate and maintain the Humberdale Landfill Site in an effective and environmentally sound manner for the Umdoni Local Municipality, on an as and when required basis.



2. EVALUATION CRITERIA

Bidders that score less than 80% of the points will not be considered further

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX. POINTS	VERIFICATION METHOD
Plant and Equipment	Bidders that Own all plant	30	Proof of plant ownership
	Bidders that Own 50% of the required plant and will lease the rest of the plant	20	Proof of plant ownership or leasing agreement or intent to lease completed by the lessor
	Bidders that will lease all the plant	10	Proof of plant ownership or leasing agreement or intent to lease completed by the lessor
Qualifications and experience of Landfill Manager	Civil Engineering Degree (NQF Level 7) with ECSA registration as PR Eng / PR Tech Eng and 5 years' experience in the operation and maintenance of landfill site Classified as GSB+, GMB+ OR GLB +	15	CV with contactable references and certified Copies of qualification/s
	Civil Engineering Degree (NQF Level 7) with ECSA registration as PR Eng / PR Tech Eng and less than 5 years' experience in the operation and maintenance of landfill site Classified as GSB+, GMB+ OR GLB +	5	CV with contactable references and certified Copies of qualification/s
Qualifications and experience of Landfill Supervisor	B-Tech degree (NQF Level 7) in Civil Engineering or Environmental Management. With 3 years' experience in the operation and maintenance of landfill site Classified as GSB+, GMB+ OR GLB +	10	CV with contactable references and certified Copies of qualification/s
	B-Tech degree (NQF Level 7) in Civil Engineering or Environmental Management. With less than 3 years' experience in the operation and maintenance of landfill site Classified as GSB+, GMB+ OR GLB +	5	CV with contactable references and certified Copies of qualification/s
Experience of the Bidder	Relevant experience in 3 environmental /waste management or civil engineering works completed.	30	Appointment letter/order accompanied by a reference letter



	Relevant experience in 2 environmental /waste management or civil engineering works completed	20	Appointment letter/order accompanied by a reference letter
	Relevant experience in 1 environmental /waste management or civil engineering works completed works was completed for other customers/institutions/municipalities	10	Appointment letter/order accompanied by a reference letter
Registration of Bidder with professional body WMSA	Bidders Must be registers with the Institute Of Waste Management Of Southern Africa	7	Certified Copy of valid Membership certificate
	Bidders Must be registered with the Institute Of Waste Management Of Southern Africa	0	No registration certificate attached
TOTAL		92	

List of Plant and Equipment

	PLANT
1	1 x 32-ton Trash Compactor,
2	1 x 20-ton Track Excavator
3	2 x 10-Cube Tipper Trucks
4	1 x 6 000-liter Water Tanker with sprinkler
5	1 x Wood Chipper-8 Inch hydraulic Feeder
6	1 x 6-inch submersible water pump with hoses
7	1 x 12G Grader
8	1 x Long Wheel Base (LWB) Van

Note: The above plant/vehicles/equipment should be in a good condition.



Stage 2

The 2022 Preferential Procurement Policy Framework Regulation (PPPF) will apply. All tenders received shall be evaluated in terms of the Preferential Procurement Policy Framework Act no 5 of 2000 and Preferential Procurement Regulation of 2022. The tender will be scored on the 80/20-points system.

Price =80 points

Specific Goals =20 points

1	Ownership	50%	10	5	
2	Empowerment	20%	4	2	
3	Reconstruction & Development Programme	20%	4	2	
4	Other (Specify)	10%	2	1	
		100%	20	10	
	Ownership Categories :				
1	Broad Based Black Economic Empowerment:				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	80%	8	4	BBBEE Certificate
	BBBEE Level 3 to 8	20%	2	1	BBBEE Certificate
	Empowerment				
2	Sub-Contracting: [Min 5% for >R5 Million] [Max 30% > R30 Million]				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn-Affidavit QSE/EME
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn-Affidavit QSE/EME
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0.5	Sworn-Affidavit QSE/EME
3	Promotion of Local Business(s) - RDP				
	1. Enterprise Located within the District Municipality - Rural	100%	4	2	Utilities: POR*: SAPS Affidavit



	2. Enterprise Located within the District Municipality - Urban	50%	2	1	Utilities: POR*: SAPS Affidavit
	2. Enterprise Located within the Province	25%	1	0.5	Utilities: POR*: SAPS Affidavit
4	-- Other Specific Goals				
	1. Enterprise 100% owned by Youth/Women/Disabled/Military Veterans and Enterprises located within Umdoni Local Municipality area.	100%	2	1	CIPC Reg. and Directors ID

RETURNABLE DOCUMENTATION

- Valid tax clearance certificate or SARS pin
- Company registration certificate together with certified copies of member's ID's
- Certified BBBEE Certificates or sworn affidavit
- A valid company rates letter/lease agreement/ proof of address (not older than three months)
- Workman's compensation (COIDA)
- Latest CSD registration summary report
- Institute of waste Management of Southern Africa
- Public indemnity to the value of 10 million rand.
- Bank rating (A, B/C)
- 3 year Audited financial statements



BIDDER MUST MEET THE MINIMUM REQUIREMENT IN EACH EVALUATION CRITERIA IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION

2.1. REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

- CV with contactable references and Copies of qualification/s for Landfill Manager.
- CV with contactable references and Copies of qualification/s for Site Supervisor
- Proof of plant ownership or leasing agreement or intent to lease completed by the lessor.
- Completion Certificate/s with contactable reference/s or Signed reference letter/s with contactable references or recommendation letter/s from external Environmental Auditor with contactable references. (Audits older than 2 years)

NB! FAILURE TO ATTACH THE REQUIRED DOCUMENTS AS PART OF THE SUBMISSION OF THE BID WILL RENDER THE BID NON-RESPONSIVE.

In addition, to the above, the following documents should be provided by the Site Operator within a month of site occupation to the Environmental Resource and Waste Management Department for approval:

- Landfill Operational Plan,
- Occupational Health and Safety Plan,
- Emergency Preparedness Plan,
- Waste Pickers Management Plan, and

3. PURPOSE OF THE CONTRACT

The purpose of the contract is to procure the services of a Landfill Site Operator with the necessary experience in waste disposal by landfill. The Site Operator will be required to perform, amongst others, the following duties per landfill site:

Operations and maintenance of the Landfill Site including the provision and supply of landfill plant & equipment to execute the operations on a daily basis:

- a. Access, security, and traffic control.
- b. General housekeeping of the site, including Public Disposal Facility.
- c. Spreading and compaction of deposited waste to the required densities at the required slopes; Must be in compliance with the Minimum Requirements for waste disposal.
- d. Daily covering with a minimum of 150mm or other material approved by the Regional Director ... sufficient to isolate the waste from the environment;
- e. Limited compositing, spreading of compost on landfill slopes of active cells;
- f. Maintenance of a wet weather cell to accommodate one week's waste;
- g. Dust and odour management.
- h. Leachate and contaminated stormwater management;
- i. General maintenance of clean and contaminated stormwater channels on site.
- j. Routine and continuous maintenance of plant, equipment, and facilities.
- k. On-going capping of the site including shaping of side slopes to the required gradient.
- l. All operations to be in line with conditions stipulated in the Minimum Requirements of Waste Disposal by landfill and in line with the operational plan from the appointed



Consulting Engineer and all applicable legislation.

- m. All operations to be in accordance with the conditions of the issued licenses/permit by the competent authorities
- n. Progressive rehabilitation of side slopes and completed cells on an as and when required basis as per the masterplan.
- o. The service provider must calibrate and verify the weighbridge to ensure the revenue generated is correct and waste disposed complies with landfill airspace calculations.
- p. The service provider is required to carry out surveys or stability analyses on an annual basis or as requested by the Technical Services Department, Solid Waste Management
- q. The service provider must conduct external environmental audits and bi-annual waste quality studies as required by the waste management licence/permit and implement the recommendations made in these reports.

4. DURATION OF THE CONTRACT

The Contract period 36 months.

5. MONITORING AND SUPERVISION

The Work of the Site Operator will be supervised by the Umdoni Local Municipality Technical Service Department Solid Waste Management and/or their official designate in the form of an appointed Consulting Engineer.

6. NATURE OF CONTRACT

6.1. Provision of Plant, Equipment, Personnel and Fuel

As a general provision, the Site Operator shall ensure that plant, equipment, and personnel on site must be appropriate for the size and type of the landfill operation. The Site Operator shall determine the optimal plant mix that will be able to landfill the deposited waste at each landfill site during the specified working hours in line with the particular landfill licence conditions, the "Minimum Requirements for Waste Disposal by Landfill, 2008, The National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations, Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards, Gazetted 23 August 2013.

The Site Operator will make available the plant and equipment with the required personnel and fuel to operate the site and ensure that services are uninterrupted during the hours of operation. Plant can either be owned or leased. The required plant must be on site and in working condition at all times. Breakages or stoppages must be reported immediately to the responsible ULM's Landfill Manager and the appointed Consulting Engineer. A site inspection of all plant to be used on this contract will be conducted prior to the site handover as follows:

ITEM	QUANTITY	FREQUENCY
32-ton Landfill Compactor	1	Full time
20-ton Track Excavator	1	Full time
2 x 10-Cub Tipper Truck	1	Full time



12G Grader	1	As and When Required Basis.
6 000ℓ Water Tanker with Sprinkles	1	Full time
6-inch submersible water pump with hoses	1	Full time
Wood chipper - Minimum 8-inch hydraulic Feeder	1	Full time
Long Wheel Base (LWB) Van to enable official(s) to conduct site patrols and to accommodate site visitors.	1	Full time

Plant breakdowns - Plant is to be repaired or replaced within a period of 24 hours from time of breakdown. If broken plant cannot be repaired or replaced within the 24 hours, the operator must then provide the Department with a written confirmation of when the plant is to be replaced which may not be more than 72-Hours from the time of breakdown. Where operator fails to repair or replace plant within the given 24-hours and does not provide any written confirmation of when plant will be repaired/replaced then the department reserves the right to issue penalties after the lapse of the initial 24Hour period. However, if the operator had provided written commitment, then the penalties will apply only after the 96Hour period

6.2. Supervision of the Landfilling Equipment on The Landfill Site

The Site Operator shall supervise all landfill plant/equipment at all times and ensure that such is operated in accordance with ULM standard operating procedures. Furthermore, the Site operators shall be required to comply with the Occupational Health and Safety Act, (Act 85 of 1993) and Regulations promulgated in terms of the Act when operating plant and equipment.

6.3. Scope of Work

The scope of work will include but will not be limited to:

6.3.1. Waste Disposal

The Site Operator and the Umdoni Local Municipality Technical Service Department Solid Waste Management Representative will agree on the method of working in line with the licence conditions, the "Minimum Requirements for Waste Disposal by Landfill, 2008, the National Environmental Management Waste Act, 2008 (ACT NO. 59 OF 2008), National Waste Information regulations gazetted 13 August 2012 and Waste classification and regulations, national norms and standards gazetted 23 August 2013. Waste Disposal will be in accordance with the site-specific long-term Masterplan.

The Site Operator will deposit waste in accordance with the filling plans as issued by the Consulting Engineer in consultation with the Umdoni Local Municipality Technical Services Department Solid Waste Management Representatives.

The Site Operator will be responsible for:

- Setting up and enforcing pre-acceptance and acceptance procedures of waste at the landfill site and request information and/or samples to be provided prior to the



- transport of waste to the site, to ensure that the waste is within the requirements of the site licence.
- b. Ensuring that waste acceptance and disposal procedures on site are compliant with relevant applicable legislation, regulations and site Licence issued by the KZN Department of Economic Development, Tourism and Environmental Affairs.
 - c. Screening out hazardous and prohibited wastes from the general solid waste stream to reduce the risk of injury to landfill workers, risk of fire and explosion and limit the potential to contaminate the receiving environment.
 - d. Strictly managing waste deposition operations on site within licence conditions applicable to the character and classification of the site.
 - e. Assuring that landfill site does not pose an unreasonable risk or adverse effect on human health or the environment by demonstrating an acceptable level of compliance with applicable regulatory and licence requirements.
 - f. Ensuring availability of a working face with sufficient cell capacity to accommodate at least one week's waste.
 - g. Maintaining an emergency cover material stockpile on site in line with the Minimum Requirements of Waste Disposal by Landfill (One month of cover material must always be available on stockpile).
 - h. Where cover is excavated on site, ensure the correct depths and gradients (1:3) are adhered to in order to avert possible groundwater contamination.
 - i. Spreading and compaction of waste to a minimum compaction density of 950 kg/m³ in line with the Department of Water Affairs Waste Minimum Requirement for Waste Disposal by Landfill Principles.
 - j. Directing and routing traffic within the landfill site to and from the active cell/working face in the form of barriers, signs, or a combination of both.
 - k. Managing the interaction between the Waste Pickers and Site Operator.
 - l. Establishing, operating, and maintaining an easily accessible wet weather cell constructed close to the working face or close to an all-weather road, for use under abnormal wet weather conditions. The wet weather cell must have sufficient capacity to accommodate one week's waste.
 - m. Applying sanitary landfill principles of compaction and cover in line with licence conditions in order to prevent the development of nuisances such as litter, flies, odour, vermin, and dust.

6.3.2. Waste Disposal

The Site Operator shall ensure without fail that the working area is entirely covered at the end of each working day with suitable cover material. The application rate shall be an average thickness of 150mm in line with the licence requirements.

- a. The suitable cover material will be sourced (excavated) on site or where applicable the Site operators will source cover material from materials brought to the site.
- b. The quality of the cover material must comply with the Minimum Requirements for Waste Disposal by Landfill. (Refer to the Minimum Requirements for Waste by the Department of Water Affairs and Forestry, Second Edition 1998)

6.3.3. Maintenance of Access Roads Including Dust Suppression and Stormwater Drainage



The Site Operator shall be responsible for the maintenance of access roads inside the landfill site and construction of access roads on the waste body (cell) with builder's rubble on an ongoing basis with no additional cost to ULM. The Site Operator shall maintain the road surfaces inside the landfill site in a state where the listed average turnaround times from the weighbridge to the active waste cell and back to the weighbridge can be safely achieved. Further-more the Site Operator shall enforce the stipulated speed limit as indicated and the implementation and maintenance of traffic control devices (Speed humps etc.) on site.

In constructing the roads, the Site Operator shall:

- a. Use suitable road building material excavated from site (where available), deposited on site, or crushed from deposited builder's rubble by the Site operators and arranged into stockpile on site.
- b. Use alternative suitable road building material imported from outside the landfill site delivered by a nominated sub-site operator or the Site Operator itself and arranged into a stockpile on site by the Site operators.
- c. Ensure that there is always adequate stockpile of road building material on site and never lower than one month of supply of the required stockpile of fill material.
- d. Make available on site at all times (during normal operating hours), heavy-duty towropes or tow bars, and he/she shall assist any vehicle that becomes stuck on the site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out. The Site Operator will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed.

The Site Operator shall be responsible for the overall management and maintenance of existing clean and contaminated stormwater and leachate channels within the landfill site.

6.3.4. Completed Slopes

The slopes of the completed cell must be in line with the recommendation of the Consulting Engineer e.g., 1-vertical: 3-horizontal. Grass and vegetation of the completed side slopes shall at all times be kept at a maximum of not 500mm from completed slope surface so as to enable minimization and containment of veld fires should there be an outbreak. Site Operator to ensure that the function is included and catered for in their costing as no additional costs will be incurred by the department for undertaking of the function.

6.3.5. Garden Maintenance

Successful site operator will be responsible for the upkeep and maintenance of the garden areas in the vicinity of the site offices. Garden services shall include but not limited to:

- Upkeeping and maintenance of the nursery
- Grass cutting throughout the entire site and removal thereof
- Flower pruning and removal thereof
- Making and rehabilitating of flower beds
- Grass and flower water, etc.
- Removal of Alien vegetation species



6.3.6. Waste Reclamation

The site may be eligible for reclaiming in the waste management licence. These activities assist the Municipality to realize waste minimization and saving of air space for waste disposal. Therefore, the appointed site operator will be required to:

- a. Develop and submit within 20 working days from date of the site handover an on-site waste reclamation plan to be approved by relevant authorities to facilitate, formalize, and control reclamation activities
- b. Manage the process of site access for the waste reclaimers that are permitted to enter the site during normal working hours;
- c. Record the total amount of waste reclaimed from site and provide evidence thereof on a monthly basis;
- d. Develop and submit for approval, within 20 working days from date of site handover, a health and safety manual for the landfill site in order to encourage safe working conditions and ultimately improve safety and minimize health risks;
- e. Manage the waste re-claimers at the working face in order to minimize the interaction between the plant and/or equipment used on the landfill site and the waste re-claimers. It will be responsibility of the Site operators to ensure that the waste re-claimers are kept away from the plant at all times at the working face. No waste re-claimer is allowed to come closer than 10 meters from any moving plant.
- f. Conduct monthly meetings (or as and when) with the re-claimers or their representatives, in order to educate and empower with them on related health and safety issues.

6.3.7. Leachate Management and Monitoring

The Site Operator will be responsible to monitor and pump the leachate where applicable and to ensure the quality as stipulated within licence conditions and alternatively as directed by the Umdoni Local Municipality Technical Services Department Solid Waste Management. It will be the responsibility of the Site Operator to maintain a 500mm freeboard on the leachate dam and contaminated stormwater dam on site. The site operator will be responsible for ensuring the fogging system is operational and must ensure maintenance work is carried out by a suitably qualified professional

6.3.8. Composting

The Umdoni Local Municipality Technical Services Department Solid Waste Management has provided limited space on the landfill site for receipt of green waste. The Site operators will be required to develop and submit an operational plan for the handling and processing of green waste for the landfill site for approval by Technical Services Department Solid Waste Management. The plan should include a provision of a suitable chipper to process green waste and use of the chipped greens/compost to enhance vegetation growth on the side slopes to avoid and prevent erosion, etc.

Furthermore, ULM has made provision within the document for the composting of garden refuse. The site operator should note that it will be their responsibility to ensure the separation of garden refuse i.e., separating tree logs from branches and leaves. The



separation process is to take place immediately after the site has been handed over. The garden refuse will be stored on site until enough volumes have been acquired for composting. Once the required volumes have been reached, ULM will give instruction to Site operator for rendering services of a pilot project.

6.3.9. Tyres Received on Site

No tyres are allowed for disposal at ULM landfill site.

6.3.10. Recycling on Site

The Umdoni Local Municipality Technical Services Department Solid Waste Management has provided limited space on the landfill to receive recyclable material on the landfill site, Public Disposal Facility (PDF). The Site Operator will be responsible in line with the agreement with ULM Waste Management for receiving and the sorting out recyclable materials on site. The Site Operator will also be responsible for keeping auditable records for each category of waste recycled in accordance with the licence/permit requirements.

The Site Operator will be responsible for depositing the residue material on the landfill site at no additional cost and required to open an account for the disposal thereof where applicable. The Site Operator will be responsible for keeping the landfill site neat and clean including the area allocated for recycling of materials. The Site Operator shall be responsible for the development and implementation of a waste minimization and diversion plan on site. The plan shall be approved by the Umdoni Local Municipality Technical Services Department Solid Waste Management

6.3.11. Key Resources and Personnel

The Site Operator shall have the following full-time personnel based on site under their employ for the duration of the contract:

ITEM NO	DESCRIPTION	QUANTITY	WORK TIMES
1	Site Supervisor	1	07h00 – 17h00
2	Assistant Supervisor	1	07h00 – 17h00
3	Office Administrator	1	As and When Required Basis
4	SHE Officer	1	As and When Required Basis
5	Waste Spotter	2	07h30 – 16h30
6	General Workers	10	07h30 – 16h30
7	Plant Operators	4	07h00 – 17h00



NB: *All drivers on site must have relevant valid driver's licenses/permits*



6.3.12. Key Resources and Personnel

The Site Operator will be required to operate the weighbridge facility, which consists of one 16m-steeldeck digital load cells operated, pit-less type weighbridges, in terms of the contract. Adequately trained staff is to be provided to operate the weighbridges and the computer system in accordance with the contract.

The Site Operator may be required to provide weighbridge software and General Maintenance for the weighbridge but only on request from ULM. A Provisional sum has been provided in the pricing schedule for use on an as and when required by ULM. The scope of works of general maintenance of these facilities will be agreed upon by ULM and the Site operators prior to commencement of works. The Site Operator will be responsible for ensuring cleanliness in and around the weighbridge, as well as to ensure that the weighbridges are functional, maintained and cleaned on a monthly basis.

The site operator will be required to establish himself on site including internet, desktop, printer etc. in order to conduct administrative work

6.3.13. Occupational Health and Safety Plan

In terms of the provisions of the Occupational Health and Safety Act, Act no. 85 of 1993, as amended at the date hereof hereinafter referred to as the act, the Site Operator shall:

- a. Keep itself abreast with the amendments of the Act such that it will be compliant at all times.
- b. The Site Operator as an employer in its own right and in its capacity as the operator for the execution of the works, shall have certain obligations and arrangements to ensure compliance with the provision of the Act.
- c. The Site Operator shall ensure that workers deployed on the project have received relevant training in the health and safety for work to be performed on the project.
- d. Keep records of all relevant training given to the Site Operator 's workers in each of the workers files
- e. Item (c) and (d) above will also apply to the re-claimer on site.

Successful Site Operator shall submit an OHS plan suitable for the operations and maintenance of a landfill site which should, amongst others, address all of the above upon appointment.

6.3.14. Suitable Cover and Building Rubble

The Site Operator will be responsible for utilizing cover material identified by the Technical Services Department Solid Waste Management on site.



The Site Operator will be required to stockpile building rubble on site at the Technical Services Department Solid Waste Management Representatives discretion and utilize such building rubble for the maintenance of the wet weather cell at the workface.

7. HUMBERDALE PARTICULAR CLASSIFIED TYPE 2 AND/OR 3 (DELISTED) WASTE SPECIFICATION FOR HUMBERDALE LABORATORY.

7.1. SCOPE

This Specification covers the requirements for the operation, maintenance and ongoing closure of compacted waste deposited at a GSB+ Waste Disposal Site with specific reference to the handling of types 2 and/or 3 classified waste streams. It also covers the day-to-day requirements for receiving, testing, depositing, spreading, and covering of the classified industrial waste on the site to ensure an effective operation in accordance with the conditions of the Operating Permit issued for the Waste Disposal Site by the Department of Water Affairs and Forestry (DWAF) and other relevant legislation and requirements from the involved authorities at all levels. The operator will also be expected to follow "Good Landfill Practice" to the satisfaction of the client, Umdoni Local Municipality.

7.2. PLANT, OPERATION AND MAINTENANCE

NB: Classified types 2 and/or 3 waste will only be received from 08:00 until 16H00 from Mon-Fri. No classified type 2 and/or 3 waste will be accepted on Weekends or Public Holidays.

7.3. PRINCIPLES APPLICABLE TO THE ACCEPTANCE OF CLASSIFIED TYPES 2 AND/OR 3 INDUSTRIAL WASTE.

7.3.1. If waste requires pre-treatment in order to be classified (such as neutralization, precipitation, oxidation, reduction, etc. in order to decrease the toxicity of the waste), these procedures shall be accomplished under careful control by the waste generator and such exercise should be undertaken off the Humberdale landfill site. Under no circumstances shall such pre-treatment be performed by the Site Operator or generator of the waste on Humberdale Landfill Site.

7.3.2. The treatment of Food waste when required is done on the site, but an extra charge for lime then applies and generators should be advised.

7.3.3. The Generator of the waste is responsible for having the waste analyzed and treated, if required, to achieve classification, prior to arranging for the delivery of the waste stream to the Waste Disposal Site.

7.3.4. The Site Operator is responsible to execute acceptance laboratory analytical tests over and above those performed by the Generator of waste, to confirm that the delisted waste does in fact not exceed the limits specified by the permit and Consulting Engineer contracted by Umdoni Local Municipality (ULM) to set these limits and that the waste stream does comply with the conditions applicable to that specific classified waste.



8. PROCEDURES AND CONTROL MEASURES RELATED TO CLASSIFIED INDUSTRIAL WASTE TO BE FOLLOWED BY THE SITE OPERATOR.

8.3.1. Control Documentation

The waste shall be controlled by the Site Operator using a Control Authorization Sheet (CAS) to be completed by either the transporter or the generator, informing the site operator in advance of the waste load/s to be delivered on a specific day, in order to ensure that the waste is correctly handled and disposed and to allow for the issuing of a "Safe Disposal" certificate by the landfill. Safe Disposal certificates will be issued monthly by the site operator / responsible person. The CAS should be viewed daily, together with the table of wastes acceptable at the site, by the Consulting Engineer, to ensure that all loads booked for disposal are acceptable at the site.

All other prescribed control documentation such as applications to accept classified waste streams, data sheets, safe disposal certification etc. shall be duly recorded and maintained. Regular resampling programs for Classified waste streams are enforced by the Employer. The user will ensure that the waste will be sampled by the site operator, for onsite analysis every time a load arrives at the site. Samples are then randomly selected from the classified waste streams, which come in regularly. These samples are taken to an independent accredited laboratory for full element analysis as specified by Department of Environment, Fisheries and Forestry, at least annually or more frequently, if non-compliances are reported by the on-site laboratory. These costs will be of the user/generator.

A customer complaints register must be available, and all complaints must be recorded and acted on immediately.

8.3.2. Site Acceptance Procedures

On arrival at the landfill, the waste analysis report should be reviewed by the Site Operator and analyzed according to prescribed selected tests and to ensure that the important characteristics of the waste are within defined limits.

The Site Operator shall then sign the manifest approving or disallowing the disposal of the waste and/or preferably inform the weighbridge that the disposal is accepted or not accepted.

8.3.4. Waste Accepted for Disposal

If accepted for disposal the vehicle may then proceed to the weighbridge, be weighed, checked, and allowed to proceed to the Site for disposal of the load under supervision to ensure appropriate procedure and disposal.

9. INFORMATION

The following information is provided to assist the Site Operator; however, the Site Operator need to satisfy themselves with regards to current and future trends to make suitable provision in the rates to cover the cost of providing the service.

The Site Operator will be responsible for operating the site every day, including Saturdays, Sundays, and Public Holidays with the exception of Christmas day.

9.1. General Information



The following are the general information on the landfill site:

Humberdale Landfill Site			
Classification	Co-ordinates		Physical / Street Address
	Longitude	Latitude	
G:S:B+	30° 41' 48,51" East	30° 20' 58,63" South	Portion 16 of the Farm Humberdale No. 17270 ET

Operating Hours

Humberdale Landfill Site	WEEKDAYS, WEEKENDS AND Public HOLIDAYS (including Christmas day)	
	Opening Time	Closing Time
SITE OPERATIONS	07:00	17:00
OPEN TO SITE USERS	07:30	16:30

Take Note: The Site Operator must allow suitable time to cover the working face on a daily basis as per the licence conditions and minimum requirements for waste disposal by landfill.

Use Of Site After Hours

As a result of shift work done by some of the Customer Care Centre's, which includes after hours' waste collection from the central business districts, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. The operating Site operators will not be expected to compact and cover the limited number of loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day. The Site operators will only be remunerated for staff/personnel overtime if applicable. Prior arrangements will be made with the Site Operator to keep the site open during such occurrences.

The following are the requirements and the general information for the landfill site:

Item	
Classification	G:S:B+
Anticipated Classification	Class B
Average Tonnages per Day	>45
Working Hours per Day	10
Cover Cycle Time	Daily



Waste Compaction Density	950
Length of Road from Gate to Workface	180 meters
Average Turn Around Time for Users	15 Minutes
No of Reclaimers	50

9.2. Growth Patterns

The following are the recorded growth patterns of waste disposal on the landfill site. This can be used by the Site Operator to determine the adequate plant and equipment mix to operate and maintain the landfill site. In case of inadequate or non-satisfactory performance the ULM, after due process, reserves the right to terminate the contract.

Landfill Site	Average Tonnages Per Annum
Humberdale Landfill Site	1200

9.3. Waste Quantities

Quantities reflected in the tables below are for waste received during the 2020/2021 financial year at the landfill site.

The actual quantities may vary considerably from the estimated quantities because of unpredictable growth taking place. Furthermore, the Umdoni Local Municipality Environmental Resource and Waste Management reserves the right to vary its waste disposal strategy, which will affect the waste quantities stated above.

	1 May 2021	1 Jun 2021	1 Jul 2021	1 Aug 2021	1 Sep 2021	1 Oct 2021	1 Nov 2021	1 Dec 2021	1 Jan 2022
Building Rubble	162,160t	185,500t	173,880t	151,680t	285,400t	125,020t	94,720t	78,600t	155,460t
Garden Refuse	353,160t	342,620t	267,060t	336,860t	328,900t	296,280t	158,940t	129,080t	352,180t
General Domestic Refuse (Compacted)	384,240t	390,720t	274,520t	441,180t	404,480t	372,840t	244,100t	158,600t	306,860t
General Domestic Refuse (Uncompacted)	184,080t	210,800t	217,040t	198,140t	250,560t	251,880t	126,340t	79,880t	272,280t
Workshop Waste Sizala	47,460t	27,880t	,000t	,000t	37,920t	,000t	,000t	,000t	,000t
Mixed Waste (Soil, Paper, rubble etc)	48,280t	70,820t	78,720t	37,500t	102,400t	92,800t	69,900t	72,400t	230,080t
Recycling (eWaste Africa)	,000t	,000t	,000t	,000t	,000t	,000t	,000t	,000t	,000t
Soil (Usable as Cover Material)	,000t	34,960t	111,220t	105,500t	91,600t	110,160t	17,880t	83,520t	144,600t
xxx	,000t	,000t	,000t	,000t	,000t	,000t	,000t	,000t	,000t

10. SECURITY

Humberdale Landfill Site infrastructure is fenced with a 2m high Concrete upright pole with Diamond Mesh fence. The site operator is required to keep the fences and gates of both the outer perimeter in good order and to repair any damage caused to it with the approval from the Waste Management Department and Consulting Engineer

The site operator must engage a PSIRA (Private Security Industry Regulating Authority) registered Security Company to perform security function on a 24-hour basis. A minimum of 4 (four) security guards during daytime and 4 (four) security guards at night, one four wheeled



motorcycles and two dogs, will be required. Security personnel must be issued with reliable communication devices, self defense mechanisms or apparatus (e.g. Pepper Sprays, Two way radios, donkey bill, etc.). Furthermore, a system must be applied to aid continuous monitoring at 250m intervals around the perimeter of the site.

Four (04) of the security should be dedicated to man the landfill site at all times with one at the leachate dam, one at the access gate and the remaining two should patrol the site perimeter. All security to be issued with guns.

Alarm systems were installed by the employer at the office and workshop. The procurement of 24-hour armed response security and the monitoring and maintenance thereof will be the responsibility of the contactor (proof of appointment will be required).

The security personnel on site must ensure that no unauthorized entry is allowed, and ensure control of reclaimers on the workface.

Security guards manning the entrance and the exit gate must collect signed weighbridge slips from the drivers of the waste truck and also ensure that no vehicle leave the site without the driver retaining a copy of the signed weighbridge slip.

11. MAINTENANCE OF FACILITIES

11.1. Services

a. Water supply

A municipal potable water connection is provided on site and will be available to the Site Operator for domestic use as well as use in the operation of the waste disposal site (e.g. dust control, irrigation and vehicle washing). Any additional water pipe reticulation required on site by the Site Operator, over and above that already provided, shall be constructed only with the Engineer's approval and at the site operator's own cost. Water used will be metered and will be for the Site operator's account and proof of payment of services must be attached to the invoice upon submission.

A storm-water collection pond was constructed in close proximity to the waste disposal area. Apart from being used for dust suppression, this pond is also to be used for dilution of small quantities of leachate that may occasionally be present on site.

b. Electricity supply

A three phase, 380volt metered electricity supply is available at the workshop as well as at the wheel wash facility on site. The cost of electricity used as well as any other proportional basic charges raised by the Umdoni Local Municipality, in exception of electricity supply to the Leachate Fogging System, shall be borne by the Site operators. The ULM will request that a separate electricity meter for the Leachate Fogging System be installed.

The Site operators will settle the monthly account of the entire site and claim back the electricity used by the Leachate Fogging System. Provision has been made in the Pricing schedule and claim will be in accordance with relevant gazetted electricity tariffs. Electricity used will be metered and will be for the Site operator's account and proof of payment of services must be attached to the invoice upon submission



An emergency power supply in the form of a petrol/diesel generator to supply power to the weighbridge in an event of a power failure must be provided, maintained and insured by the Site operators for the duration of the contract. In case of power outages, the Site operators will be responsible for operating expenses of the generator (supply of fuel, etc.) for the first 5 working hours from time the incident. In case the power outage last for more than 5 hours per incident, the Site Operator will be allowed to claim back the operational expense(fuel) for the duration thereafter.

The above clause is only applicable if the power outage was not of the Site Operators doing.

11.2. Services

The Site Operator will be required to operate and maintain the PDF for the disposal of waste and recyclable material by the public with loads of less than 1 000kg, which limit may be changed in future. The operation and maintenance of this facility will include:

- the supply and maintenance of 4 (four) 6 m³ Skip Bins facilitating easy access by the public for the depositing/disposal of the different recyclable and non-recyclable waste materials;
- supervision of the facility, directing of traffic, ensuring correct disposal, and assisting the public with disposal, etc.;
- Provision of the necessary signage at skips to have materials disposed of according to main categories (i.e., recyclable waste in different categories, building rubble, garden refuse and general waste);
- Servicing of the skips by emptying them at the landfill working face when full as and when required.
- Keeping the PDF and its surrounds neat and clean by the removal of all wind-blown or scattered refuse and the picking up of all litter emanating from the operation and removing mud from paved surfaces;
- Monitoring of all containers for recyclable waste (glass, paper, plastics, metals, etc.) and arranging for their servicing by the relevant collection company, thus ensuring that such containers will not be overfilled with the resultant generation of windblown litter.

Note: The container for the collection of recyclable oil as well as that for the disposal of small amounts of household hazardous waste, is supplied and serviced by the relevant companies. The Site Operator is however responsible for the proper use of these facilities by the public, as well as for informing the responsible party when the containers are to be serviced.

12. MEASUREMENT AND PAYMENT

The bidder shall give the total all-inclusive prices in South African Rands inclusive of all taxes and discounts in the pricing schedule. This pricing will be recorded in the Tender Register. Where conflicts exist between the prices quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the prices quoted in the pricing schedule shall prevail.

The Site Operator will keep all areas of the landfill site in a clean, neat and litter free condition including grass cutting in line with the Technical Services Department Solid Waste Management requirements and the cost thereof must be included in the given rates.



The following prices will be required from the Site Operator. Where the item is not priced it will be assumed that the Bidder has included the price of executing the item elsewhere in its rates:

12.1. Provision of Plant, Equipment, Personnel and Fuel.

This rate will cover the cost of the provision of plant, equipment, fuel and personnel as well as directing the operations in line with Umdoni Local Municipality Technical Services Department Solid Waste Management requirements for the formation of the active cells (wet and dry cells), creation of the required berms, directing the trucks to the active cells, spreading the deposited waste, compaction of the deposited waste to the required compaction density, provision and placing of the required cover material to the depth of 150mm for the site and maintenance of adequate stockpile for the emergency and the required fill material. An extra-over item will be provided for providing fill material from external sources.

12.2. Construction And Maintenance of Access Roads Including Dust Suppression and Stormwater Drainage

This rate will cover the cost for the provision of plant, equipment, fuel, and personnel for the maintenance of existing roads and construction of access roads on the waste body (cell) and associated storm water drainage in line with Technical Services Department Solid Waste Management. The construction material will be sourced from material excavated on site, suitable material deposited on site, builder's rubble deposited on site or road construction material sourced from external source. The Site Operator will be responsible for the provision of the required road construction material and maintenance of adequate stockpile for the emergency and the required road building material. An extra-over item will be provided for providing road building material from external sources.

13. PENALTIES

The events or requirements for which penalties can be applied, and the corresponding amounts of the penalties are as follows:

ITEM	DESCRIPTION	PENALTY
13.1	Failure by the Site operators to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours	R10 000,00 for first hour, escalating by R2 000,00 for each further one-hour period or part thereof to a maximum of R20 000,00 per day
13.2	Failure to provide any of the plant and equipment required on a full-time basis for the effective operations and maintenance of the landfill site.	32-ton Trash Compactor - R5 000,00 per day Articulated Dump truck – R3 000,00 per day Track Excavator – R3 000,00 per day Water Tanker – R3 000,00 per day Chipper – R3 000,00 per day
13.3	Failure by the Site operators to adequately cover overnight with material (excluding limited volumes of	R10 000,00 per occurrence



	waste delivered by Customer Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes	
13.4	Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control	R4 000,00 for first occurrence, escalating by R2 000,00 for consecutive days to a maximum of R20 000, 00 per occurrence.
13.5	Not excavating the cover material to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal)	Site operators to correct slopes at own costs
13.6	Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 3 (horizontal)	Site operators to correct final landform at own costs.
13.7	Failure to achieve the minimum compaction Ratio of 950kg/m ³	R20 000,00 per occurrence
13.8	Failure to prepare a Wet weather cell in preparation of rainy season	R10 000,00 for first occurrence, escalating by R2 000,00 for consecutive days to a maximum of R20 000,00 per occurrence.
13.9	Failure to have the specified security personnel and security equipment on site	R10 000,00 for the first occurrence, Failure to rectify within a further 24-Hours the penalties will escalate by R2 000,00 every hour or part hereof until the matter is rectified.
13.10	Failure to have the specified waste spotter personnel and on site	R2 000,00 for the first occurrence, Failure to rectify with a further 24-Hours the penalties will escalate by an R500,00 every day or part hereof until the matter is rectified
13.11	Failure by the operating Site operator to achieve a compliance level during the environmental audits, both internal and external that can be attributed to the Site operators' negligence.	Maximum of R20 000,00 per occurrence. If the non-compliance is not rectified before the next audit.
13.12	Any proven deviation from the operating licence conditions, which includes the " Minimum Requirements for Waste Disposal by Landfill, 2008 ", and regulations of the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008), National Waste Information Regulations , Gazetted 13 August 2012 and Waste Classification and Regulations, National Norms and Standards , Gazetted 23 August 2013.	R5 000,00 for first occurrence, escalating by R2 000,00 per day.
13.13	Failure by the site operator to conduct quarterly Geotechnical Testing for sand replacement	R10 000,00 per occurrence



NB: A notice to rectify any event or requirement with stipulated timeframe will be issued by the ULM's representatives and/or the appointed Consulting Engineers and penalties will be applied as above should the Site Operator fail to remedy the non-compliances within stipulated timeframe.

14. RECORD KEEPING

The Site Operator shall submit plans for recordkeeping and reporting system. The plan shall amongst others require the Site operators to keep and maintain manual and electronic records of the following:

- a. Permits/licences/certificates of compliance applicable to the site.
- b. Plant deployed on site on daily basis/equipment operation and maintenance statistics.
- c. Log books for all plant, equipment and personal deployed on site/daily log of activities.
- d. Assets register for Office furniture and equipment for site use
- e. Incident and accidents log book.
- f. Occupational health and safety meetings minutes.
- g. Jobs created.
- h. Skills transfer program.
- i. Diesel consumption.
- j. Planned Maintenance Program.
- k. Strategic stock control registers.
- l. Service and maintenance records for plant and equipment.
- m. Waste volumes and waste analysis results.
- n. Location of waste placement, including a map.
- o. Inventory of cover material used during the month.
- p. Environmental monitoring data and results.
- q. Daily photographs of the working phase.
- r. Occupational safety records, including safety training, surveys, personnel requirements, etc.

NB: The above documents should be kept up to date as they are audited on an annual basis by external auditors as per the conditions of the landfill permits/licenses.

15. REPORTING

The Site Operator shall be responsible for ensuring that:

- a. All personnel at the site know the procedures for reporting accidents, injuries, fires and other unusual occurrences on site.
- b. Incident reporting instructions are regularly updated to ensure that latest telephone numbers for ambulance; doctor, hospital, fire department; law enforcement and spill response are readily available as and when required.
- c. Where an incident occurs on site, the Site Operator will ensure that the incident is recorded and reported to the ULM, relevant authorities and law enforcement agencies within a prescribed timeframe stipulated in the operating licence.
- d. Where an injury has occurred, the Site Operator shall ensure that the injured are provided with life-saving first aid assistance, treatment for minor cases and in more severe cases the injured must be taken to nearest hospital.
- e. Monthly reports are compiled and submitted to the Technical Services Department Solid Waste Management and Consulting Engineers during monthly Committee of Control



meetings on an approved format.

16. MONTHLY MEETINGS

All monthly meetings are to be chaired by the Technical Services Department Solid Waste Management. The monthly meetings will amongst others cover the following items:

- a. Site operators' Performance.
- b. Compliance with OHS Act.
- c. Payments.
- d. Penalties.
- e. Incidents.
- f. Breakdowns.
- g. Plant availability.
- h. Complaints and compliments

17. WASTE PICKERS MANAGEMENT PLAN

The Site Operator shall have a Waste Pickers Management Plan approved by ULM Technical Services Department Solid Waste Management Representative (or relevant authorities) to ensure a safe working environment. These plans will be adjusted in line with the prevailing working conditions. The adjustment against approved Safety Plan and Waste Pickers Management Plan will be recorded and be sent to ULM's Technical Services Department Solid Waste Management authorized official for approval

The WASTE PICKERS MANAGEMENT PLAN must be finalized within 3 months with the commencement of works on site.

18. HEALTH AND SAFETY PROCEDURES

The Site Operator shall:

- a. Ensure that workers employed on ULM landfill site continuously receive refresher safety training courses. Records of such courses must be kept and updated.
- b. Keep records of all relevant training provided to workers on file. ULM Technical Services Department Solid Waste Management or delegated official reserves the right to inspect training records for all workers employed in terms of this contract.

19. PROVISIONAL SUM

Provisional sum amount has been provided by Umdoni Local Municipality Technical Services Department Solid Waste Management to meet additional needs or works not concluded in the scope of works in terms of this contract that may arise and services need to be procured elsewhere. The ULM may require the Site Operator to provide three quotes for approval before works can be implemented. The utilization of the provisional sum will be subject to the approval of Umdoni Local Municipality Technical Services Department Solid Waste Management /Consulting Engineers, no payments will be affected if the Umdoni Local Municipality Technical Services Department Solid Waste Management did not authorize the utilization of the provisional sum amount.



In the event of any dispute arising from whether such pricing is market related or not, Umdoni Local Municipality Technical Services Department Solid Waste Management reserves the right to call for three more quotations for the same material or works from three different suppliers and the cheapest of the three will be accepted by the Site Operator.

20. GENERAL MATTERS

The Site Operator shall:

- a. Be responsible for continuously operating, maintaining and monitoring the landfill site in accordance with the site- specific permit/license. Furthermore, the Site Operator must continuously operate and maintain the site in accordance to the site's operating plan/procedure and monitoring plan which will direct the Site Operator on the core principles for the operation of the particular site in accordance with acceptable standards. It must be noted that these documents are subject to regular updates.
- b. Note that the Umdoni Local Municipality Technical Services Department Solid Waste Management is on a fixed Calendar System in terms of its waste collection and operations, therefore the landfill Site Operator will be required and expected to operate on weekends and public holidays at no additional cost to Council.
- c. On the last day of the contract be expected to handover the landfill site in an acceptable condition, including all installations.
- d. Be expected to create jobs in line with Council's job creation program.
- e. Be expected to transfer critical technical skills to the ULM's personnel during the duration of the contract.



NAME OF BIDDING ENTITY

FORM "J"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND MAINTENANCE OF HUMBERDALE LANDFILL SITE

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**;

[illegible]

Authorized Person's Signature

Date _____



NAME OF BIDDING ENTITY

FORM "K"
UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

SCHEDULE OF PRICES

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL. VAT.)	AMOUNT (EXCL. VAT.)
1	SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
	Fixed charges				
1.1.	Contractual requirements	Sum	1		
1.2.	Site establishment including transportation of heavy plant and equipment to site and removal at the end of the project.	No	2		
1.3.	Supply and Erect Signboards	No.	1		
1.4.	Health and safety plan	Lump sum	1		
1.5.	Landfill Operational and Maintenance Plan	Lump sum	1		
1.6.	Fire Management Plan	Lump sum	1		
	Time based charges				
1.7.	Contractual requirements	Months	36		
1.8.	Implementation of Health and safety plan including safety audits	Months	36		
1.9.	Implementation of fire management plan	Months	36		
	Day works for additional work as ordered by the Engineer				
1.10.	Labour				
	a) Unskilled labour	Rate per hour			
	b) Skilled labour	Rate per hour			
	CARRY TO SUMMARY	SITE ESTABLISHMENT AND GENERAL OBLIGATIONS			



ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL. VAT.)	AMOUNT (EXCL. VAT.)
2.	LANDFILL OPERATIONS				
2.1.	Fixed monthly charge for full operations and maintenance of the landfill including the provisioning of all Plant and Equipment (with fuel) required to achieve the scope of work as stipulated on the Tender specification (in one calendar month, including limited after hour disposal by local authorities (until 22:00).	Month	36		
	List of required equipment for 36 month				
2.1.1	32-ton or greater trash compactor	Month	36		
2.1.2	2 x 10 Cube Tipper truck	Month	36		
2.1.3	20 ton track excavator	Month	36		
2.1.4	Wood chipper – 8 inch hydraulic feeder	Month	36		
2.1.5	6 000l water tanker with sprinklers or greater	Month	36		
2.1.6	Long Wheel Base (LWB) Van	Month	36		
2.2.	Fixed monthly charge for Provisioning of all Personnel required to achieve the scope of work as stipulated on the Tender specification.	Month	36		
2.2.1	Landfill Manager x1	Month	36		
2.2.2	Landfill Supervisor x1	Month	36		
2.2.3	Assistant Supervisor x 1	Month	36		
2.2.4	Health and safety x 1	Month	12		
2.2.5	Waste Spotters x 2	Month	36		
2.2.6	General Labour x 10	Month	36		
2.2.7	Security Guards x 8	Month	36		
2.2.8	Plant operators x4	Month	36		
2.2.9	Officer Administrator	Month	12		



ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL. VAT.)	AMOUNT (EXCL. VAT.)
	Rate per unit waste handled				
2.3.	Rate based on total units of waste disposed of (excluding clean greens diverted for composting) in one calendar month	Ton	3000		
2.4.	Rate based on total units of clean greens diverted for composting in one calendar month.	Ton	3 000		
	Composting				
2.5.	Fixed monthly charge for maintaining the compost area and spreading as per the specification	Month	36		
2.6.	Handling and placing of compost as per the specification	m³	2000		
	Cutting and removal of Vegetation				
2.7.	Cutting and removal of overgrown grass and vegetation throughout the entire site including all landscaping, removal and treatment of Alien vegetation as stipulated on the Tender specification.	Month	36		
	CARRY TO SUMMARY	TOTAL FOR LANDFILL OPERATIONS			
3	ANCILLARY WORKS				
3.1.	Additional pumping (leachate sumps/dams and sub-soil sumps) including maintenance of fogging system on an as and when required basis with an authorization by the HoD and/or Delegated Official	Prov. Sum	1	2 440 000,00	2 440 000,00
3.2.	When ordered by the Engineer to execute additional work.	Prov. Sum	1	1 500 000,00	1 500 000,00
3.3.	Upgrades and/or Maintenance of weighbridge on an as and when required basis with an authorization by the HoD and/or Delegated Official	Prov. Sum	1	450 000,00	450 000,00
3.4.	Laboratory testing by independent laboratory as and when instructed by the Engineer	Prov. Sum	1	300 000.00	300 000.00



ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT RATE (EXCL. VAT.)	AMOUNT (EXCL. VAT.)
3.5	Operations overhead charges on Prov. Sum Items 3.1; 3.2; 3.3; and 3.4	%	10%		
	CARRY TO SUMMARY	TOTAL FOR ANCILLARY WORKS			
4	INFRASTRUCTURE AND BUILDINGS				
4.1	Painting and repair of infrastructure around the site (As and when required and only on request by the Technical Services Department Solid Waste Management)	Prov. Sum.	1	100 000,00	100 000,00
4.2	Minor repair and maintenance of 2m high Concrete upright pole with Diamond Mesh fence or part thereof (As and when required and only on request by the Technical Services Department Solid Waste Management)	Meter	250		
4.3	Maintenance and repairs of access roads to the workface including importing of builders rubble and/or fill material to be used (on a quarterly basis)	No	12		
4.5	Operations overhead charges on Prov. Sum Item 4.1	%	10%		
	CARRY TO SUMMARY	TOTAL FOR INFRASTRUCTURE AND BUILDINGS			
5	SECURITY				
5.1	Security including all equipment and requirements as stipulated on the Tender specification.	Month	36		
5.1.1	Security Guards Day x 4	Month	36		
5.1.2	Security Guards Night x 4	Month	36		
5.1.3	Alarm System with 24 hour armed response	Month	36		
5.1.4	Dogs x 2	Month	36		
5.1.5	Four wheeled motorcycle x 1	Month	36		
	CARRY TO SUMMARY	TOTAL FOR SECURITY			



SUMMARY OF PRICES		
SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		R
LANDFILL OPERATIONS		R
ANCILLARY WORKS		R
INFRASTRUCTURE AND BUILDINGS		R
SECURITY		R
	SUBTOTAL	R
	CONTINGENCIES (10%)	R
	SUBTOTAL EXCL VAT	R
	ADD VAT (15%)	R
	TOTAL CONTRACT AMOUNT INCL VAT	R

PLEASE NOTE:

- 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.

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 6(1) and 7(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.

PLEASE NOTE:**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)

PLEASE NOTE:

1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly—
 5. 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, the bidder is required to furnish 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.
 6. if a bidder is a registered close corporation, the bidder is required to furnish 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.
 7. 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.
 8. 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.
2. Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act

Authorized Person's Signature

Full Name

Designation



FORM "L"
UMDONI LOCAL MUNICIPALITY
GENERAL CONDITIONS OF CONTRACT

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 authorized 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.

A supplier shall not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a supplier intends subcontracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a supplier qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person



concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract in relation to a sector designated by the Department of Trade and Industry, or a contract where it is a specific condition that only locally produced services, works or goods or locally manufactured goods with a minimum threshold for local production and content will be considered, may not, in terms of Regulation 12(2) of the Preferential Procurement Regulations, 2017, sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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 judgement 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 ULM 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"
UMDONI LOCAL MUNICIPALITY
SPECIAL CONDITIONS AND UNDERTAKINGS

1. 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 ULM at a specified price or rate;
- 1.1.3. **"Bidder"** means any person offering to supply goods and/or services to the ULM;
- 1.1.4. **"CCC"** shall mean Customer Care Centre
- 1.1.5. **"CM"** shall mean Municipality Manager of ULM 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 ULM;
- 1.1.7. **"ED"** means the Executive Director of the Department in the ULM responsible for this bid or her/his duly authorised representative;
- 1.1.8. **"ULM"** or "Municipality" shall mean the UMDONI LOCAL MUNICIPALITY;
- 1.1.9. **"Final delivery certificate"** means the document issued by the ULM 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 ULM to the Contractor recording the acceptance by the ULM 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-
 - 1.1.2.1. any gender includes the other gender;
 - 1.1.2.2. a natural person includes an artificial or juristic person and vice versa;
 - 1.1.2.3. 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 ULM;
- 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 ULM 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 ULM 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 ULM;
 - 2.2.3.2. in such event, I/we will then pay to the ULM any additional expense incurred by the ULM 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 ULM 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 ULM may retain such monies, guarantee or deposit as security for any loss the ULM 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 ULM 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 ULM:

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 ULM'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 ULM 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 ULM 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 ULM, 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 ULM deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the ULM and/or to any CCC located within the area of jurisdiction of the ULM.
- 13.3. The books and records of the ULM, or any extracts there from certified by the Municipality Manager



or other officer authorized thereto by the ULM shall, for the purposes of this clause be prima facie evidence of the amounts lawfully owing to the ULM.

- 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 ULM and/or to any CCC located within the area of jurisdiction of the ULM, 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 ULM shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 6 and 7 of the Preferential Procurement Regulations, 2017, 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 ULM 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 ULM that might have application on the Bidder's activities in terms hereof.
16. Neither the ULM nor any official in the ULM 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 categorize 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 authorized 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 authorized representative.
- 19.3. In the event of the approval of the goods by the said ED or his duly authorized representative and if it is later discovered that the goods are in any way defective, the ULM may reject same, in spite of such approval by its ED or his duly authorized representative.



- 19.4. Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the ULM provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The ULM 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

- 20.1. Without prejudice to any of the rights of the ULM arising from any of the provisions of this agreement, the Bidder indemnifies and holds the ULM harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the ULM) which the ULM may suffer as a result of or which may:
- 20.1.1. be attributable to-
- 20.1.1.1. any liability of the Bidder, whether actual or contingent;
 - 20.1.1.2. any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1. normal taxation;
 - 20.1.1.2.2. value added tax;
 - 20.1.1.2.3. minimum or secondary taxation on companies;
 - 20.1.1.2.4. all other forms of levies or taxation.
 - 20.1.1.3. any penalties or interest as a result thereof.
- 20.1.2. arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;
- 20.1. The Bidder undertakes to indemnify the ULM in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the ULM as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.2. 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 ULM or any person for whose actions the ULM is legally liable.

21. POWERS OF THE ULM 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 ULM 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 ULM may fix.
- 21.2. Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the ULM 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 UMDONI LOCAL MUNICIPALITY,
or,
such other place in the Municipal Area of the ULM 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 ULM 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 ULM.

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 ULM 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 ULM;
- 24.2. Such liquidated damages shall be determined in each case by the Municipality Manager of the ULM and shall be:
- 24.2.1. With regard to 24.1.1: a sum equal to any excess cost incurred by the ULM 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 ULM 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 ULM.
- 24.3. A certificate by the Municipality Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4. The Municipality Manager of the ULM 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 Municipality Manager of the ULM 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 ULM and such surety shall remain in force until the handing over of a final delivery certificate by the ULM;
- 25.2. The only surety acceptable to the ULM 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 ULM

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. VAT)	GUARANTEE
A	< R500 000	2.5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7.5%
D	>R2 000 000	10%

- 25.3. Unless otherwise provided for, the security shall be for NIL. % of the total value of the bided 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 favor of the ULM, the ULM 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 ULM 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 ULM, 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 ULM will not, under any circumstances, except for its 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 ULM 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 authorized official of bidding entity

31. PERIOD OF CONTRACT

This contract is for a period of 36 months.

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 ULM, will become possessed of and will have access to confidential information belonging to the ULM including, but without limiting the generality of the foregoing, the following matters:

34.1.1. the contractual and financial arrangements between the ULM and other Bidders;

34.1.2. the ULM's financial matters;

34.1.3. all other matters which relate to the ULM'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 foregoing 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 ULM.
- 34.3. Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the ULM 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 ULM 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 ULM. Such property of the ULM shall be surrendered to the ULM 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 ULM alternatively the summary termination of any contract entered into.

35. BREACH

- 35.1. Should either the Bidder or the ULM 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. PUBLIC MUNICIPALITY

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 ULM, 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. No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.
- 39.3. Should the ULM be succeeded or replaced by any other entity that entity shall automatically substitute the ULM 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 UMDONI LOCAL MUNICIPALITY

Physical - Corner Bram Fischer and Williamson Street
Scottburgh
4180

Postal -

Fax -

40.1.2. THE BIDDER / CONTRACTOR (PROVIDE DETAILS OF BIDDING ENTITY)

Physical -

Code -

Postal -

Code -

Fax -



- 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 ULM 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 ULM 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 ULM 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 ULM may sustain by reason of such action as the ULM 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 ULM.



45. FALSE INFORMATION

Should it come to the attention of ULM 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 ULM 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

UMDONI LOCAL MUNICIPALITY CONTRACT NUMBER 01-2026

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE

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 ULM 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 authorized to sign this contract.

Signed at _____ this _____ day

of _____ 20 _____

Name of Duly Authorized Signatory (*Please print*): _____

Authorized Signature: _____



Capacity

Name of Firm

As witness 1:

As Witness 2:



FORM "N"

CONTRACT FORM – RENDERING OF SERVICES

**UMDONI LOCAL MUNICIPALITY
CONTRACT NUMBER 01-2026**

**THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF ALL LABOUR AND
PERSONNEL, PLANT, TOOLS AND EQUIPMENT NECESSARY FOR OPERATIONS AND
MAINTENANCE OF HUMBERDALE LANDFILL SITE**

CONTRACT FORM - RENDERING OF SERVICES – PART 2 (TO BE COMPLETED BY ULM)

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 authorized to sign this contract.

Signed at _____ this _____ day
of _____ 20 _____

Name of Duly Authorized Signatory (*Please print*): _____

Authorized Signature: _____

As witness 1: _____

Official Stamp:

