

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 39/23: OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD FROM 1 JULY 2023 ENDING 30 JUNE 2026

TENDER NUMBER: **B/SM 39/23**
DESCRIPTION: **OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD FROM 1 JULY 2023 ENDING 30 JUNE 2026**

CLOSING DATE: **17 April 2023**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: **1GB or higher**

INFORMATION:

Tender Specifications: Patricia Claasen at 021 8088216: e-mail Patricia.Claasen@stellenbosch.gov.za

SCM Requirements: Jeanette Williams e-mail: Jeanette.Williams@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on **27 March 2023 at 10:00**, out of doors at the Stellenbosch Landfill, situated off Devon Valley Road approaching from Adam Tas Road, Approximate co-ordinates for the centre of the site are 33°56'31"S 18°49'14"E. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with “**B/SM B/SM 39/23: OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD FROM 1 JULY 2023 ENDING 30 JUNE 2026**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 90/10 in terms of the approved policy.

| | |
|--|------------|
| Price | 90 |
| B-BBEE status level of contribution | 10 |
| Total points for Price and B-BBEE | 100 |

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R374.50 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 39/23 BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN VIR 'N TYDPERK VANAF 1 JULIE 2023 EINDIG 30 JUNIE 2026

TENDER NOMMER: B/SM 39/23
BESKRYWING: BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN VIR 'N TYDPERK VANAF 1 JULIE 2023 EINDIG 30 JUNIE 2026

SLUITINGSdatum: 17 April 2023
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tenderaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **1GB of hoër** hê

NAVRAE:

Tender spesifikasies: Patricia Claasen by 021 808 8216: e-pos: Patricia.Claasen@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams by 021 808 8524 e-pos: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **27 Maart 2023** om **10:00**, buite deure by die Stellenbosch Stortingsterrein, geleë langs Devon Valleyweg wat vanaf Adam Tasweg nader, Geskatte koördinate vir die middel van die terrein is 33°56' 31"S 18°49'14"O. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: " **BSM 39/23 BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN VIR 'N TYDPERK VANAF 1 JULIE 2023 EINDIG 30 JUNIE 2026** ", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid **effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 90/10 in terme van die goedgekeurde beleid:

| | |
|--|------------|
| Prys | 90 |
| BBSEB status | 10 |
| Totale punte vir prys en B-BSEB | 100 |

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R374.50 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 39/23
**OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A
PERIOD FROM 1 JULY 2023 ENDING 30 JUNE 2026**

PROCUREMENT DOCUMENT

| | | |
|---|----------------------------------|------------|
| NAME OF TENDERER: | | |
| Total Bid Price (Inclusive of VAT) (refer to page 87): | <u>RATES BASED TENDER</u> | |
| BBBEE LEVEL | | |
| CLAIM POINTS FOR | LOCALITY | N/A |

DATE: MARCH 2023

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Patricia Claasen
**Manager: Waste
Minimization and Disposal**

Tel. Number: **021 808 8216**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

| | | | | | |
|---|---|---------------|---------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | BSM 39/23 | CLOSING DATE: | 17 April 2023 | CLOSING TIME: | 12:00 |
| DESCRIPTION | OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD FROM 1 JULY 2023 ENDING 30 JUNE 2026 | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

| | | | | | |
|--|---|--|-------------------------------------|---------|---|
| 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] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | |
|--|---|---|---|
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| 3. TOTAL NUMBER OF ITEMS OFFERED | | 4. TOTAL BID PRICE | RATES BASED TENDER |
| 5. SIGNATURE OF BIDDER | | | |
| 6. DATE | | | |
| 7. CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

| | | | |
|--|---------------------------------------|--|--------------------------------------|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | Finance (SCM) | CONTACT PERSON | Patricia Claasen |
| CONTACT PERSON | Jeanette Williams | TELEPHONE NUMBER | 021 808 8216 |
| TELEPHONE NUMBER | 021 808 8524 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | Patricia.Claasen@stellenbosch.gov.za |
| E-MAIL ADDRESS | Jeanette.Williams@stellenbosch.gov.za | | |



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, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, 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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 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:

.....
.....



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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

| | | | |
|--|-----|----|--|
| Certificate of Clarification - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality? | Yes | No | |
| Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached? | Yes | No | |
| MBD 4 (Declaration of Interest) - Is the form duly completed and signed? | Yes | No | |
| MBD 5 - Is the form duly completed and signed? | Yes | No | |
| MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS) | Yes | No | |
| MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed? | Yes | No | |
| MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed? | Yes | No | |
| MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY) (Locality N/A for this tender). | Yes | No | |
| OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached? | Yes | No | |
| Form of Indemnity - Is the form duly completed and signed? | Yes | No | |
| Pricing Schedule - Is the form duly completed and signed? | Yes | No | |
| Form of Offer - Is the form duly completed and signed? | Yes | No | |
| Declaration by Tenderer - Is the form duly completed and signed? | Yes | No | |



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

| | | | |
|----------------|--|-----------|--|
| NAME & SURNAME | | | |
| CAPACITY | | | |
| NAME OF FIRM | | | |
| ADDRESS | | | |
| | | | |
| | | | |
| TELEPHONE NO | | FAX NO: | |
| E-MAIL | | SIGNATURE | |

NB: Please note that no latecomers will be allowed.

For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified**



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|-------------|--|------------|--|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

| | | | |
|---|--|------------|----|
| Date Resolution was taken | | | |
| Resolution signed by (name and surname) | | | |
| Capacity | | | |
| Name and surname of delegated Authorised Signatory | | | |
| Capacity | | | |
| Specimen Signature | | | |
| Full name and surname of ALL Director(s) / Member (s) | | | |
| 1. | | 2. | |
| 3. | | 4. | |
| 5. | | 6. | |
| 7. | | 8. | |
| 9. | | 10. | |
| Is a CERTIFIED COPY of the resolution attached? | | YES | NO |
| SIGNED ON BEHALF OF COMPANY / CC: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | | Signature | |
|----------------------------------|--|------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|----------------------------------|---------------------------|-----------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| | | | |
|---------------------------------|--|-------------|--|
| (i) Name of firm (Lead partner) | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (ii) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|--------------------|--|-------------|--|
| (iii) Name of firm | | | |
| Address: | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (iv) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non- receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents



Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.



F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level.



Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement



of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable tender or offer.



-
- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

| B-BBEE Status Level of Contributor | Number of Points for 80/20 Preference Points System |
|------------------------------------|---|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- A tenderer must submit proof of its BBBEE status level contributor.
 - A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| Locality of supplier | Number of Points for 80/20 Preference Points System | Number of Points for 90/10 Preference Points System |
|---|---|---|
| Within the boundaries of the municipality | 10 | 5 |
| Outside of the boundaries of the municipality | 0 | 0 |

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.



- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor



may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| Locality of supplier | Number of Points for 80/20 Preference Points System | Number of Points for 90/10 Preference Points System |
|---|---|---|
| Within the boundaries of the municipality | 10 | 5 |
| Outside of the boundaries of the municipality | 0 | 0 |

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

| Formula | Comparison aimed at achieving | Option 1 ^a | Option 2 ^a |
|--|---|--|-----------------------|
| 1 | Highest price or discount | $A = \left(1 + \frac{P - P_m}{P_m}\right)$ | $A = P / P_m$ |
| 2 | Lowest price or percentage commission / fee | $A = \left(1 - \frac{P - P_m}{P_m}\right)$ | $A = P_m / P$ |
| ^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration. | | | |

F.3.11.8 Scoring preferences



Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.



F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-



responsible.

7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| | | | | | | | | | | | |
|------|--|--|--|--|--|--|--|--|--|--|--|
| 3.1. | Full Name of bidder or his or her representative | | | | | | | | | | |
| 3.2. | Identity Number | | | | | | | | | | |
| 3.3. | Position occupied in the Company (director, shareholder ² etc.) | | | | | | | | | | |
| 3.4. | Company Registration Number | | | | | | | | | | |
| 3.5. | Tax Reference Number | | | | | | | | | | |
| 3.6. | VAT Registration Number | | | | | | | | | | |

| | | | | | |
|--------|---|-----|--|----|--|
| 3.7. | Are you presently in the service of the state? | YES | | NO | |
| 3.7.1. | If so, furnish particulars: | | | | |
| | | | | | |
| 3.8. | Have you been in the service of the state for the past twelve months? | YES | | NO | |
| 3.8.1. | If so, furnish particulars: | | | | |

¹ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive 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 and is actively involved in the management of the company or business and exercises control over the company.



| | | | | |
|--------------|--|------------|--|-----------|
| | | | | |
| 3.9. | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | | NO |
| 3.9.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.10. | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | | NO |
| 3.10.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.11. | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO |
| 3.11.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.12. | Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO |
| 3.12.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.13. | 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? | YES | | NO |
| 3.13.1. | If so, furnish particulars: | | | |
| | | | | |



| 3.14. | Please provide the following information on ALL directors/shareholders/trustees/members below: | | |
|-----------------------|--|----------------------------|--|
| Full Name and Surname | Identity Number | Personal Income Tax Number | Provide State ³ Employee Number |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| |
|--|
| <p>NB:</p> <p>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</p> <p>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</p> |
|--|

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

| | | | |
|-------------------|--|------|--|
| SIGNATURE | | DATE | |
| NAME OF SIGNATORY | | | |
| POSITION | | | |
| NAME OF COMPANY | | | |

³ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

| | | | | |
|--|-----|------|----|--|
| 1. Are you by law required to prepare annual financial statements for auditing? | YES | | NO | |
| 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. | | | | |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? | YES | | NO | |
| 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. | | | | |
| 2.2. If yes, provide particulars. | | | | |
| | | | | |
| 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | YES | | NO | |
| 3.1. If yes, furnish particulars | | | | |
| | | | | |
| 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | YES | | NO | |
| 4.1 If yes, furnish particulars | | | | |
| | | | | |
| CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false. | | | | |
| SIGNATURE | | DATE | | |
| NAME (PRINT) | | | | |
| CAPACITY | | | | |
| NAME OF FIRM | | | | |



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 90/10

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 and the Stellenbosch Preferential Procurement Policy 2022/23

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and any other applicable preference

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor

The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 |
| Total points for Price and BBEE (must not exceed 100) | 100 |

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. **(N/A)**

1.6 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.

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

80/20 or **90/10**

Where

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

90/10

Where

P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
 - (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (b) Promotion of enterprises located in the municipal area (WCO24) **(N/A)**



- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

| B-BBEE Level of Contributor | Status | Number of Points for 80/20 Preference System | Number of Points for 90/10 Preference Points System |
|------------------------------------|---------------|---|--|
| 1 | | 20 | 10 |
| 2 | | 18 | 9 |
| 3 | | 16 | 8 |
| 4 | | 12 | 5 |
| 5 | | 8 | 4 |
| 6 | | 6 | 3 |
| 7 | | 4 | 2 |
| 8 | | 2 | 1 |
| Non-compliant contributor | | 0 | 0 |

- 5.5 A tenderer must submit proof of its BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows. **(N/A)**

| Locality of supplier | Number of Points for 80/20 Preference Points System | Number of Points for 90/10 Preference Points System |
|---|--|--|
| Within the boundaries of the municipality | N/A | N/A |
| Outside of the boundaries of the municipality | 0 | 0 |



6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**

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

Business Address -

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached) **(N/A)**

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |



| | | |
|--|--|--|
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

| | | | |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): | | | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | | |
| ADDRESS: | | | |
| | | | |
| | | | |



PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf: **NB!**

| | |
|--|---|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Vat Number (If applicable) | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p> |



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| | |
|--|---|
| Definition of "Black Designated Groups" | <p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |
|--|---|

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the a **NB!** Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the



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Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

| BIDDER | PRICE | BBBEE LEVEL (VALID) | BUSINESS PREMISES (IN WC024) |
|------------|----------|---------------------|------------------------------|
| TENDERER A | R 80 000 | 1 | NO |
| TENDERER B | R 75 000 | 1 | YES |
| TENDERER C | R 70 000 | 2 | NO |

| BIDDER | PRICE POINTS (Out of 80) | BBBEE POINTS (Out of 10) | LOCALITY POINTS (Out of 10) | TOTAL POINTS (Out of 100) |
|------------|--------------------------|--------------------------|-----------------------------|---------------------------|
| TENDERER A | 68.57 | 10 | 0 | 78.57 |
| TENDERER B | 74.29 | 10 | 10 | 94.29 |
| TENDERER C | 80 | 9 | 0 | 89 |

11. MBD 8 – 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:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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 listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(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).</i> | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |



| | | | |
|-------|--|------------|-----------|
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars: | | |

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

| | | | |
|---------------|--|---------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | DATE: | |
| NAME OF FIRM: | | | |



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁴ 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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: | | NAME (PRINT): | |
| CAPACITY: | | DATE: | |
| NAME OF FIRM: | | | |

⁵ 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.



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
| | |
| | |

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

| | | |
|-----------|----------|------|
| | | |
| Signature | Position | Date |



14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

| | |
|--------------------------|--|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |
| SIGNATURE OF WITNESS 1: | |
| DATE: | |
| SIGNATURE OF WITNESS 2: | |
| DATE: | |



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1 BACKGROUND

The Stellenbosch Municipality (SM) owns and operates the Stellenbosch Landfill (SLF) off Devon Valley Road in Stellenbosch.

Current status: SLF is currently in care and maintenance phase.

Due to the current lack of landfill airspace at SLF, the municipality is transporting general waste to an alternative suitably licensed landfill facility. Only limited volumes of waste are landfilled on Cell 3, all other general waste is being transported to Vissershok Waste Management facility via Klapmuts Transfer Station.

Work is underway to obtain approval and commence construction of a new cell to facilitate waste reception for landfilling. The construction of the new cell will be undertaken during the initial part of this tender, in Year 1.

Limited waste disposal operations takes place during the care and maintenance phase, whereby Area Cleaning section of the Department disposes of the collected illegally dumped waste onto Cell 3, which is covered using a bulldozer.

However, diversion activities listed below do take place on site, which includes:

- (a) Accepting garden waste, which is stockpiled, chipped and removed off site for beneficiation.
- (b) Accepting clean builders' rubble which is stockpiled, screened, crushed and removed off site for beneficiation.

Please Note:

(a) and (b), above, will form part of this tender for the **full duration** of this contract, and not only whilst SLF is in care and maintenance phase.

The tenderer will need to ensure compliance with waste management license (WML) conditions as well as health and safety requirements for these activities through monitoring and liaison with those contractors / sub-contractors.

Construction activities for the new cell situated between cells 1 & 2 and 3, building of new access road, decommissioning of powerlines and associate infrastructure, will be undertaken during the contract period.

The successful service provider for this tender will need to accommodate the construction activities of the construction contract and undertake ongoing liaison with the Municipality (SM), construction contractor and the Engineer allocated to the construction contract to ensure ongoing compliance with WML conditions.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



Once new cell (or part thereof) is constructed, and in use:

Landfilling will then form the major ongoing component of this tender and specifications listed regarding this is listed under Scope of Work in this document.

Garden waste chipping/ shredding and screening / crushing of builders' rubble will continue.

The appointed service provider is to ensure the effective management of the site operations during care and maintenance as well as fully operation phase of the site.

It is anticipated that management of the public drop off will become the responsibility of the appointed service provider in Year 3 of this tender.

2 TENDER PURPOSE AND DURATION OF CONTRACT

This tender seeks to make an appointment of a service provider suitably experienced in solid waste management and in particular landfill operations, management and supervision, in order to provide specialised management and operational activities at SLF, rubble management (includes crushing), garden waste management (includes chipping/shredding) as well as the oversight of all activities on site, for the duration of this contract.

The contract will be for 3 financial years commencing from 1 July 2023 and ending 30 June 2026.

3 COMPULSORY SITE MEETING

There will be a compulsory site meeting for this tender.

The Site meeting will take place out of doors at the Stellenbosch Landfill on **16 March 2023** commencing at 10am.

4 DETAILS OF SITE

- 4.1 The SLF is approximately 41,7Ha in extent and is situated off Devon Valley Road approaching from Adam Tas Road. The landfill area takes up 29,3Ha of the entire space. Approximate co-ordinates for the centre of the site are 33°56'31"S 18°49'14"E.
- 4.2 This facility only receives waste from industrial and domestic areas within the Stellenbosch municipal area.
- 4.3 The site is permitted as a general waste landfill.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



- 4.4 The site has a garden waste section and builders' rubble section where both these waste streams are dealt with, in order to facilitate beneficiation as part of the Municipality's efforts to divert waste from landfill.

5. SCOPE OF WORK

- 5.1 The service provider will be responsible for the management of operations:
- during the care and maintenance phase of the site,
 - during construction phase of the new cell,
 - as well as when it is fully operational as a site that accepts all general waste, landfilled on the developed cell.
 - This will include management of waste types listed hereunder, the weighbridge office/system, daily on site operations and ensuring that the site complies with its WML conditions and all other relevant legislative requirements at all times.

5.2 Waste Types:

- 5.2.1 All dry, non-hazardous incoming wastes including but not limited to:

- domestic waste;
- garden waste;
- builder's rubble;
- non-hazardous dry industrial waste;
- commercial waste;
- bulky waste; and
- foodstuffs destined for safe disposal

- 5.2.2 The following wastes may be received in small quantities from residents and stored safely until disposal off site (by way of another tender dealing with household hazardous wastes).

- used motor oil
- E-waste
- Fluorescent tubes and CFLs
- Selected small loads of HHHW
- Small loads of Asbestos

- 5.3 Provision will be made public disposal of small quantities of household hazardous waste will be provided at SLF. The service provider will be responsible for the management of this operation and inform the **Municipality** if waste needs to be removed. Removal will be done by a service provider appointed by the Municipality for this service.

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5.4 The facility is for waste generated in the Stellenbosch Municipal area, waste from outside the municipal area may not be accepted unless authorised in writing by the Municipality.

5.5 Charges for disposal:

- a) The schedule of rates for disposal of waste is approved by Stellenbosch Municipality and is announced annually to coincide with its financial year.
- b) The Service provider must update these tariffs on the computer software annually and shall be expected to adhere strictly to the prescribed tariff schedule.
- c) The Service provider will be responsible to maintain the notice board with the applicable tariffs erected at the weighbridge control house.
- d) **NB: No cash is handled on site and all users must purchase a prepaid disposal coupon at the Stellenbosch Municipality before the disposing of any waste at the site.**
- e) The charge will be based on the mass and type of waste being disposed of. A weighbridge will weigh it and the type will be confirmed by onsite staff.
- f) The rate is determined annually by the Municipality, and disposal coupon will only be valid for one financial year.

5.6 **Buildings:**

- a) The weighbridge office will be made available on the site for use by the service provider at no cost.
- b) The service provider will need to maintain the office in a state of cleanliness.
- c) The service provider must provide suitable temporary facilities for staff including an office, ablutions and mess room.

5.7 **Access roads:**

- a) The service provider to maintain all existing roads in use, to ensure access to points of disposal.
- b) Maintenance of on-site gravel roads and the working face, as well as areas used for rubble and green waste stockpiling and processing,

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especially during the wet winter months, thereby ensuring that no damage occurs to vehicles making use of the site.

- c) Vehicles that get stuck must be carefully towed out and no vehicle may be pushed by another vehicle.
- d) Any damage caused to vehicles will be for the service provider's account. All staff must be adequately trained in this regard and the service provider must ensure availability of towing ropes, tow bar or chains.
- e) Providing a water tanker for daily use on site.
- f) Provision of regular water spraying of on-site roads, working face as well as chipping and crushing areas to minimise dust during operational hours.
- g) This includes the provision of suitable tanker fitted with a spray bar, to prevent generation of dust and associated impacts, as determined by the prevailing weather conditions.
- h) A program will need to be established and adhered to.
- i) Set speed restrictions to minimise dust generated by vehicles driving onto the landfill site.
- j) Erect speed limit signs, stipulating a maximum speed of 40 km/h at the beginning of the unpaved road towards cell 4 and is necessary at locations along the route as deemed necessary.
- k) Vehicle speeds must be limited to 40 km/h on any exposed surfaces where signs or paving is not in place.

5.8 Access control gates:

An access gate is in use control the movement of vehicles during normal operating hours, and locked after hours.

5.9 Fencing:

1. The site is fenced with a 2,4m high concrete palisade security fence and/or steel mesh fencing.
2. The service provider must maintain and repair of any breaches to be initiated within 7 days and completed within 14 days.
3. A provisional sum is provided for repairs to the fence line.
4. Security:

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- a) The service provider will need to provide access control during operational hours as well as 24 hour security for the site.
- b) Unauthorised entry or entry after hours must be prohibited. Any other activity on site will need to provide their own security for materials, machines and other infrastructure.
- c) The provision of access control and 24 hour security is included in this appointment.
- d) The security must be provided by a suitably experienced security company and the guards must have 24 hour contact to the security control room.
- e) There should be six (6) guards on duty for each shift, providing at least two guards on duty at the entrance gate during operational times for the provision of access control and four guards providing day time security on the site whilst the facility is open.
- f) After hours security must be provided by six (6) guards who must do regular checks at specific points on the site.
- g) A program with an operations plan for access control and security must be provided at the time of tender to ensure adequate site access control, site security and the protection of all assets of the municipality and the contractor.

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5.10 Weighbridge:

1. A single weighbridge (for weighing in and out) has been installed at SLF and is fully operational. This weighbridge may be relocated during the contract period to a more suitable position on the site and changed to a dual weighbridge (one for in and another for out).
2. The service provider will be responsible for:
3. Operation of weighbridge system, acceptance of waste loads and record keeping
4. Provision of suitably trained personnel to manage and operate the weighbridge system on a full time basis, during normal working hours. The responsibilities of these personnel members shall inter alia include:
 - a) identification of waste loads;
 - b) acceptance or rejection of the waste loads;
 - c) capturing data at the weighbridge office; and
 - d) operating the weighbridge.
 - e) effective communication with clients
5. The service provider's staff shall be made aware of the licence requirements and obligations at the facility and be educated on the waste types not allowed for disposal on site.
6. The off-loading of acceptable waste at the landfill shall be on a prepaid disposal coupon system
7. The SLF serves the WC024 area. No waste generated outside the WC024 boundaries will be accepted, and the Service provider shall take full responsibility for the implementation thereof. Should his arrangement be violated in any form, penalties will apply.
8. Notifiable wastes, liquids and sludges, whether in sealed drums or not, will NOT be allowed to be disposed of at the site. No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site. No foundry sand or paper pulp are allowed.
9. The service provider must assist in ensuring that all users of the site is registered in terms of Stellenbosch Municipality: By Law relating to Integrated Waste Management (2020).

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10. In the interest of environmental protection and complying with the site's licence requirements, the service provider will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site.
11. The vehicle owner and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blocked from any use of Stellenbosch Municipality's waste disposal facilities.
12. The Service provider shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.
13. This system must be used to record the mass of all waste loads delivered to Site.
14. In order to ensure that no data is lost as a result of damage to the weighbridge computers or fire in the weighbridge control house, the Service provider will be expected to make daily backup files of all data which is to be stored in a safe place, other than the weighbridge office.
15. The Service provider shall generate daily, weekly and monthly reports on site as required in terms of the Licence Conditions and on instruction by Stellenbosch Municipality.
16. The Service provider shall supply a printer, compatible with computerized system in use, and all consumables including paper and ink toners for uninterrupted record keeping and the operation of the weighbridge, associated computer equipment, peripherals and be responsible for the maintenance and/or replacement thereof when needed.
17. NB: Computer and software will be provided by the Municipality.
18. Annual tariff updates on the computer system will be for the account of the Service provider.
19. The Service provider shall be responsible for the care of the weighbridge and peripherals and any damage caused by misuse or negligence shall be made good by the Service provider at its own cost.
20. Maintenance of the weighbridge is the responsibility of the Service provider.
21. The Service provider shall be responsible to calibrate and verify the weighbridge scales as required by law and obtain the necessary certification.

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22. The following detailed information must be provided to the Employer on a monthly basis (to be received no later than the 2nd of each month):

- a) Detailed attendance registers and timesheets of the Service provider on Site;
- b) Number of operational hours per week for the various plant;
- c) Number of vehicles recorded at the facility with details of the date, time, type of vehicle, registration number and waste volumes;
- d) Number of coupons received and income generated at the SLF;
- e) Number of public visits recorded at the facility with details on the date and time;
- f) Statistics on the monthly average tonnages for the waste types disposed of on site.

5.11 Electricity supply:

Electricity to the site is supplied and the cost covered by the Municipality.

5.12 Operating hours:

Provision of all management and operational activities at the SLF on all operational days throughout the contract period, in terms of provisions of the Waste Management license (WML).

| | |
|------------------|----------------|
| Monday to Friday | 08:00 to 16:30 |
| Saturday | 08:00 to 13:00 |
| Sunday | Closed |
| Public Holidays | 08:00 to 13:00 |

(except Christmas Day, New Year's Day and Good Friday the site is closed)

5.13 Notice Board:

1. Provision and updating of weather proof notice boards as required by the Municipality and the WML.
2. Annual tariff update on information boards will be for the account of the service provider.

5.14 Provision of suitable on-site plant and machinery: –

1. Bulldozer (full time during care and maintenance phase, part time thereafter)
2. Water tanker (full time)

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3. 24 Ton Landfill Compacter (full time once new cell is operational)
4. Front end loader (full time)
5. Tipper truck for moving cover material (part time - as and when required)
6. Chipper, Shredding equipment such as Horizontal grinder (RAYCO or similar)
(as and when required)
7. Screening and crushing equipment (as and when required)

5.15 Provision of a suitable staffing compliment:

(Details to be confirmed by the contractor to ensure effective and compliant operations)

1. Site supervisor X1
Minimum requirement: Matric with 5 years relevant experience.
If the Site Supervisor needs to be replaced, the replacement shall have similar or higher qualifications and experience than the one that is being replaced,
and SM to be informed accordingly.
2. Weighbridge operator X1 – a second operator when dual weighbridge is installed.
3. General workers/spotters X6
4. Rubble worker/spotter x2
5. Garden Waste worker/spotter x1
6. Mechanical Plant operators for all plant and equipment as provided.
7. All unskilled general work category labour to be sourced from WC204.

5.16 Chipping/Shredding Operations:

1. The tender includes green waste chipping/shredding on site.
2. The management garden waste forms a key component of the diversion of waste from landfill.
3. Chipping/shredding of all incoming garden waste at the Stellenbosch Landfill Site and transport thereof should be taken to a licensed beneficiating facility or to a destination specified by Stellenbosch Municipality.
4. NB: The tenderer will be allowed to generate an income from the sale of chipped / shredded garden waste.
5. The tenderer or a suitable sub-service provider appointed by the tenderer will provide a chipping/shredding service to enable garden to be beneficiated.
6. All activities on site regarding such is subject to the Municipality's approval and conditions of the WML.

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7. The estimated garden waste quantities in Tons are provided in the table below:

| JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MRC | APR | MAY | JUN |
|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 448 | 479 | 368 | 456 | 443 | 310 | 317 | 607 | 686 | 492 | 506 | 348 |

Period: Jul 2021-June 2022

Per annum: 5460T

Ave per month: 455T

8. Equipment and Plant:
- The service provider must ensure that all equipment is licensed according to prescriptions and that it is used for the purpose it is intended.
 - Equipment must be presentable and in good working condition at all times.
 - The chipping/shredding should be a hammer mill action reducing garden material to a size not greater than 50mm. A minimum output (shredded/ chipped material) of 30m³ per hour is required.
 - Be able to deal with branches less than 150 mm in diameter.
 - Have a discharge conveyor capable to fill containers or onto a stockpile.
 - The service provider must provide other equipment required to operate the site effectively; this could include loaders, water bowsers, containers and trucks.
 - The service provider must ensure adequate storage of fuel, oil and any chemicals utilized on site in accordance with accepted standards.
9. Shredded material:
- Shredded material (hammer mill action) must not exceed 50mm.
 - Shredded material must be moved off site swiftly after shredding.
 - Proof of final destination for chipped material to be provided.

5.17 Crushing and screening of builder's rubble:

- The tender includes rubble crushing on site.
- The management of builder's rubble and fill material that is generated in construction and demolition activities throughout the municipal area forms a key component of the diversion of waste from landfill.
- Thus, it is included in this tender in which the tenderer or a suitable sub-service provider appointed by the tenderer will provide a rubble crushing and

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screening service to enable the screening, stockpiling, crushing and beneficial reuse of the recovered resource.

4. Suitable infrastructure/equipment must be provided to stockpile and crush rubble to a suitable standard.
5. **NB:** The tenderer will be allowed to generate an income from the sale of crushed material.
6. All activities on site regarding such is subject to the Municipality's approval and conditions of the WML.
7. The estimated **builders' rubble quantities** in Tons are provided in the table below:

| JUL | | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MRC | APR | MAY | JUN |
|------|--|------|------|------|------|------|------|------|------|------|------|------|
| 1474 | | 1004 | 1735 | 1741 | 1563 | 1135 | 1231 | 1408 | 1457 | 1915 | 1584 | 1420 |

Period: Jul 2021-June 2022

Per annum: 17667 T

Ave per month: 1472 T

8. Recovery of bricks for resale will be permitted. Strict control of this activity should be in place. The informal sector waste pickers will be afforded the opportunity to recover and sell beneficiated bricks.
9. Equipment and Plant:
 - a. The service provider must ensure that all equipment is licensed according to prescriptions and that it is used for the purpose it is intended.
 - b. Equipment must be presentable and in good working condition at all times.
 - c. The service provider must ensure adequate storage of fuel, oil and any chemicals utilized on site in accordance with accepted standards.

5.18 Housing of employees:

1. The Service provider will not be permitted to house or overnight any of its employees or any other person on the Site.
2. Provision of temporary office, changing room and mess accommodation, ablutions and associated infrastructure will be the responsibility of the service provider.

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5.19 During care and maintenance phase:

1. In addition to the above, the service provider will be responsible for the management of roll on roll off bins provided by a service provider on behalf of the Municipality, into which small loads of general waste must be placed and stored for onward transport to Vissershok Landfill by the Municipality's service provider.
2. The provision of the bins and transport will be for the account of the Municipality.
3. Limited waste disposal operations takes place during the care and maintenance phase, whereby Area Cleaning section of the Department disposes of the collected illegally dumped waste onto Cell 3, which is covered using a bulldozer.

5.20 Once the new cell, or part thereof, is in use:

1. In addition to the ongoing diversion activities, landfilling will then form a major part of this tender. Undertaking all landfill operations of waste received for disposal should be done in accordance with WML provisions and recognised sanitary landfill practices ensuring that all waste is spread, compacted and covered daily.
2. It is anticipated that the management of the public drop off will become the responsibility of the service provider in Year 2/3. One (1) additional spotter will be required
3. Landfilling to be done in the following manner:
 - a) In accordance with "Minimum Requirements for Waste Disposal by Landfill, Second Edition of 1998") for spreading, compaction and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material on each operating day.
 - b) In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions allow.
 - c) Cell shall be constructed as follows:
 - i. Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.

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- ii. Internal berms are to be constructed along the sides of the cell when inside the landform. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
- iii. The floor of the cell will have been compacted and covered by the Service provider prior to waste being placed (i.e. previous layer of covered waste).
- iv. Three passes of the landfill compactor (of at least 24tons operating weight) per layer of waste to a density of at least 1000kg/m³. Once compacted, the height of a cell will not exceed 2.5m in any situation. The preferred average height is 2.0m.
- v. In order to maximise compaction effort, the slope of the working face shall be at an approximate angle of 1:3. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.
- vi. The upper horizontal surface of a cell shall be finished such that it has a fall of at least 1:50 and not greater than 1:10, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
- vii. Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.
- viii. At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builders rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the Municipality.
- ix. In order to maintain the required surface gradients, batter boards shall be erected and used for finishing off of each cell.
- x. The Service provider shall be seen to be working to the approved Environmental Management Programme.

d) Suitable sources of cover material include:

- i. Cover material currently being stockpiled on site
- ii. Building rubble and clean cover material delivered to SLF

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- e) Sufficient material for cell building and refuse covering on a daily basis should be ensured with by the Service provider.
- f) A strategically placed stockpile of cover material, sufficient for three working days operation, should always be maintained. Management and reinstatement of cover that is removed by wind, rain or any other occurrence.
- g) Manoeuvring space at working face:
 - i. Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion.
 - ii. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.
- h) Spoilt foodstuff:
 - i. Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal.
 - ii. The foodstuff must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the landfill compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 750mm of waste and cover material.
 - iii. Extreme care should be taken that none of these foods are salvaged by any of the vehicle drivers, operating staff or reclaimers. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.
 - iv. Allowance for safe disposal, by appointment, shall be once a week and disposal shall take place after 15:00 on the appointed day.
- i) **Bulky waste**
 - i. **The Service provider shall reduce the volume of items of bulky waste, as far as is practical, by using its plant.**
- j) **Wet weather**
 - i. **Vehicles may become stuck in the mud when the site is wet. In view of this, the Service provider shall ensure that temporary access roads are usable in all situations, with a suitable**

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contingency plan available for the continuation of the operation in the extreme situation where the access roads are not usable.

- ii. A wet weather cell on the main disposal site must be kept available which has a surface of coarse well drained material, such as builder's rubble, which can be used as the disposal area when conditions become too wet in other areas.
- k) Vehicles stuck on site
 - i. The Service provider shall have available on site at all times (during normal operating hours) heavy-duty towropes or tow bars, and shall assist any vehicle that becomes stuck on the Site with minimal delay.
 - ii. Stuck vehicles must be towed out and under no circumstances may they be pushed out.
 - iii. The Service provider will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed.
 - iv. The Municipality also reserves the right to apply a penalty should vehicles be pushed out.
- l) Service provider to ensure that the site shape and side-slopes are maintained in accordance with approved designs and plans.
- m) No unauthorised waste may be allowed onto site for disposal or storage.

5.21 Service provider shall, at all times, be responsible for:

1. Ensuring that all site activities are compliant and do not cause any environmental damage or off site impacts/nuisance(s).
2. Ensuring that all activities comply with conditions of the WML.
3. Control of nuisances including odours, flies, dust, rodents, noise and litter.
4. Control of litter will include continuous litter picking on site and around the perimeter of facility.
5. Maintaining an acceptable standard of housekeeping for the entire site.
6. Monitoring and cleaning of all storm water drains, channels and gullies / dam which are to be kept free of windblown litter, sand and other debris at all times.
7. Maintaining a complaint register giving time and date as well as details of complainant, complaint as well as the remedial action taken.
8. Maintaining a health and safety program that is in accordance with the Occupational Health and Safety Act that includes the assignment of **duties**,

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training and the provision of all personal protective equipment. Regular monthly meetings and scheduled inspections by a competent Health and Safety Officer are a requirement. Written safe work procedures must be available on site and enforced.

9. Implementing and maintaining an incident management and reporting system that includes reporting to the Municipality. The Municipality will report to the competent authority when required.
10. Record keeping both in hard copy and electronic formats of all waste mass and types received and dispatched.
11. Ensure Occupational health and safety Compliance and have an appointed Health and Safety Officer who will undertake monthly inspections.

5.22 Mitigation of Nuisance(s):

1. Windblown litter
 - a) Limit migration of waste offsite, by:
 - b) Provision of nets to catch windblown litter should be established around the perimeter of the active working area.
 - c) All windblown litter should be collected on a daily basis.
 - d) Covering of excavated areas with a gravel levelling layer as soon as practically possible.
2. Dust
 - a) Avoid nuisance impacts caused by dust as far as possible, by:
 - b) Taking all reasonable measures shall be taken to minimise the generation of dust as a result of activities on site.
 - c) If dust will be experienced as a nuisance by nearby the public, then dust suppression measures shall be implemented on site. In order to conserve water, the service provider may use chemical dust suppressants such as 'Dusted', provided they are used in the prescribed manner.
 - d) Providing a water tanker for daily use on site.
 - e) Use other dust suppression techniques as required.
 - f) Record all complaints in register and respond in a timeous manner.
 - g) Set speed restrictions to minimise dust generated by vehicles driving onto the landfill site
 - h) Erect speed limit signs, stipulating a maximum speed of 40 km/h at the beginning of the unpaved road towards cell 4 and is necessary at locations along the route as deemed necessary
 - i) Vehicle speeds must be limited to 40 km/h on any exposed surfaces where signs or paving is not in place.

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3. Noise

- a) The service provider must ensure that mitigation measures are in place to limit the level of noise created, during operations.
- b) Complaints received in this regard, must be effectively dealt with and corrective measures applied to prevent a re-occurrence of it.

5.23 Service provider may be called upon to, as and when required:

1. Participate in quarterly internal and annual external and review audits and the provision of all information as required by the auditors or SM.
2. Attend meetings with SM.
3. Attend regular Landfill Monitoring Committee meetings.
4. Conduct regular landfill airspace surveys, every 6 months determining site height, available airspace and settlement, and it should include builders' rubble storage area.
5. Facilitate tours, with or without SM present.

5.24 General maintenance of the site:

1. The service provider shall be responsible for the upkeep of the buildings and structures / office containers used by them.
2. Berms and storm-water drainage channels
3. The service provider shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function.
4. Silt accumulating in the storm-water drains shall be removed on a regular basis.
5. Where required, temporary berms and storm-water drainage channels shall be provided by the Service provider to ensure the safe and sound operation of the waste disposal site.
6. Such berms and channels are only to be constructed after consultation with the Engineer, in order to ensure that it will not interfere with the long-term development plan for the site.

5.26 Salvaging:

1. No more than 40 (forty) waste pickers may be allowed on site at any one time, Mondays to Fridays between 07:30 and 15:00, and Saturdays until 13:00.
2. No waste pickers may be allowed on site after hours or on days when the site is closed.

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3. The Service provider must exercise strict control over the waste pickers in terms of safe work procedures.
4. The Service provider must ensure the issuing of adequate PPE for the waste pickers at all times. This must be included in the costing of this tender. Waste pickers not utilising issued PPE will not be allowed on site and penalties for the non-adherence to this clause will be applied.
5. No reclaiming will be permitted on the active working face, but in a designated area indicated by the Service provider. The Service provider shall for the purposes of the conditions of the Licence be the representative of the Licence Holder (Stellenbosch Municipality) on the site.
6. The Service provider shall therefore be responsible for the safety of the waste pickers and safety on site in general.
7. The Service provider will maintain a daily attendance register for the waste pickers entering the site.
8. High visibility vests are to be issued to the waste pickers upon entering the site and are to be replaced regularly. These bibs are to be in a neat condition at all times.
9. Sorting or recovery of other recyclable waste will only be allowed under controlled conditions in compliance with the Licence Conditions and with the instructions of the Stellenbosch Municipality.
10. The Municipality reserves the right to perform salvage operations, or to allow a third party to do so, provided it does not have any adverse effect on the Service provider's operation and the Service provider shall have no claims arising from such salvage operations.
11. **Waste Picker rights may include materials sorting and recovery and any other operation of a similar nature.**

5.27 Occupational Health and Safety Conditions:

1. The Chief Executive Officer of the Service provider shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Service provider assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Municipality as defined in the Contract.
2. All work performed on site shall be performed under the supervision of the Service provider who understand the hazards associated with any **work that the Service provider performs on the site in terms of the Construction Regulations of 2003.**

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| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



3. The Service provider shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Service provider shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-service providers, comply therewith.
5. Discipline in the interests of Occupational Health and Safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Service provider as required and shall be worn at all times where necessary.
7. Safe written work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Service provider to the Department of Labour and the Municipality.
10. The Municipality hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Service provider and/or his employees and/or his sub-service provider/s.
11. No use shall be made of any of the Municipality's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Municipality.

6. GENERAL

6.1 Staff

- a) The service provider shall provide sufficient staff on the site to ensure proper operation, housekeeping, material handling, traffic regulation and good people relationships.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



- b) Staff must be uniformed as per OHSA standards and their clothing must reflect the name of the service provider. High visibility bibs must be provided to on-site staff.
- c) Staff must be competent and trained in their role – albeit as traffic controller or operator of equipment.
- d) The service provider must ensure that security is maintained on their portion of the site and that all safety measures are in place at all times.
- e) The service provider is responsible for the conduct, safety and the quality of the work done by the employees.
- f) All unskilled staff in the general worker category must be sourced from the WC024 (Stellenbosch Municipality) area.

6.2 **Accountability**

- a) **The Service provider is responsible to the municipality for their and the workers' performance.**
- b) **It is a requirement that the service provider will meet regularly (either on-site or in the municipal offices) with the municipal representative.**
- c) **All municipal infrastructure defects and incidences of vandalism must be reported.**
- d) **A report of volumes and mass of shredded and chipped materials must be submitted to Waste Department monthly by the 3rd day of the month.**

7 **PENALTIES**

Penalties will be applied to operational deficiencies and incidents as listed below:

- 7.1 Failure to open or operate the site on any of the operational days in accordance with the operational hours: R2000 for the first hour and escalating by R1000 for each hour thereafter.
- 7.2 Failure to cover the site after operations are completed for the day: R3000 for the first 24 hour period and escalating by R1000 for each subsequent 24 hour period (to a maximum of R10 000 per 24 hour period).
- 7.3 Any non-compliances with the operational conditions of the Stellenbosch Landfill waste management license (WML): R2000 for first occurrence escalating by a further R1000.00 per occurrence to a maximum of R10 000.00 per occurrence.
- 7.4 Unacceptable attendance to complaints and lack of complaints record keeping: R1000 for first occurrence escalating by a further R500.00 per occurrence to a maximum of R5000.00 per occurrence

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| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



- 7.5 Inadequate control of nuisances: R2000 for first occurrence escalating by a further R1000.00 per occurrence to a maximum of R5000.00 per occurrence.
- 7.6 Poor housekeeping: R1000 for first occurrence escalating by a further R100.00 per occurrence to a maximum of R5000.00 per occurrence
- 7.7 Mismanagement and damage of stuck vehicles: R1000 for first occurrence escalating by a further R500.00 per occurrence to a maximum of R5000.00 per occurrence, plus cost of repairs to damage of vehicles.
- 7.8 Allowing unauthorised access to site after-hours: R1000 for first occurrence escalating by a further R500.00 per occurrence to a maximum of R5000.00 per occurrence.
- 7.9 Allowing disposal of any material not falling under the classification of waste as indicated in the WML: R5000 for first occurrence escalating by a further R1000.00 per occurrence to a maximum of R10000.00 per occurrence, plus the cost of removal and disposal at an appropriately licensed facility.
- 7.10 Allowing the disposal of waste from outside the Stellenbosch Municipal area: R2000 for first occurrence escalating by a further R1000.00 per occurrence to a maximum of R10000.00 per occurrence.
- 7.11 Acceptance of waste free of charge that cannot be beneficiated by chipping (for green waste) or crushing (for rubble) or recovery (for recycling): R1000 for first occurrence escalating by a further R500.00 per occurrence to a maximum of R5000.00 per occurrence.
- 7.12 Changing the landform of the approved landfill shape or slide slope gradient from 1:3, without written consent from the Municipality: Costs associated with earth moving / cut and fill to enable rectification of the shape of the landfill to that as indicated in the approved plan/programme, with be for the service providers account.
- 7.13 Not removing shredded material timeously: R5000.00 for first occurrence, escalating by R1000.00 for each day thereafter not removed.
- 7.14 No machinery available due to downtime: R1 000.00 for first occurrence, escalating by R 500.00 for each day thereafter to a maximum of R5 000.00 per occurrence.
- 7.15 Failing to report to site within the prescribed time to commence shredding/ crushing or other operations: R2 000.00 for first occurrence, escalating by R 1000.00 for each day thereafter to a maximum of R10 000,00 per occurrence.
- 7.16 Staff failing to use PPE on site: R2 000.00 for first occurrence, escalating by R 1000.00 for each day thereafter to a maximum of R10 000,00 per occurrence.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



- 7.17 Fuels, oils and chemicals are not stored appropriately: R2 000.00 for first occurrence, escalating by R 1000.00 for each day thereafter to a maximum of R10 000,00 per occurrence.

IMPORTANT:

Any failure to fulfil the deliverables in line with the contract or service levels constitute a material breach or poor performance which will result in the termination of the contract and/or sanctions will be imposed in the form of suspension from the database, in line with Section 57(1) of the approved Supply Chain Management Policy of Stellenbosch Municipality.

The Municipality reserves the right to cancel or amend this contract should breach of contract occur and such breach is not rectified to the satisfaction of the Municipality within a reasonable time.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



17. PRE-QUALIFICATION SCORE SHEET

PRE-REQUISITES FOR RESPONSIVENESS EVALUATION

The following specifications are compulsory and failure to comply with all these criteria will make the bid non-responsive. Please indicate compliance by completing the table below.

Evidence as specified **MUST** be provided at the time of tender submission, in sufficient detail to allow for tender evaluation.

| No. | SPECIFICATION | DOES YOUR OFFER COMPLY? Is the evidence attached? |
|-----|--|--|
| 8.1 | <p><u>Experience of the company:</u> The operations of similar management and operational activities related to Landfill disposal by the bidding company.</p> <p><u>Evidence:</u> List of 5 similar contracts, rand value of contract, contact names and contact numbers undertaken in the last 10 years.</p> | YES / NO |
| 8.2 | <p><u>Experience of the staff:</u> The management and operation will be undertaken by suitably qualified and experienced staff.</p> <p><u>Evidence:</u> CV of project leader and site supervisor to be allocated to this contract must be provided, which indicates qualifications and experience as listed in this tender.</p> | YES / NO |
| 8.3 | <p>The provision of plant and machinery, as stated in this tender, item 5.14</p> <p><u>Evidence:</u> List of plant and machinery to be allocated to this contract including photographs that are dated when taken (photographs must not be older than two months). Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p> | YES / NO |
| 8.4 | <p>Provision of 24hr access control and security service.</p> <p><u>Evidence:</u> Details of proposed security sub-service provider to be provided along with a description of their experience in providing access control and security for similar facilities.</p> | YES / NO |



| No. | SPECIFICATION | DOES YOUR OFFER COMPLY? Is the evidence attached? |
|----------------|---|--|
| 8.5 | <p>The operation must be occupational health and safety compliant</p> <p>Evidence: Copy of proof of health and safety plan as well as details and experience of Health and Safety Officer who will undertake regular inspections. Copy of valid COIDA certificate to be provided.</p> | YES / NO |
| 8.6 | <p>The Service provider must have CIDB 1 Grading.</p> <p>Evidence: Proof of Grading to be provided.</p> | YES / NO |
| 8.7 | <p>The bidder /subcontractor must have 3 or more current or completed contracts for chipping/shredding of garden waste to the total minimum value of R500 000.</p> <p>Evidence: List of previous green shredding or chipping experience with contract values and contactable references.</p> | YES / NO |
| 8.7 (cont.) | <p>List of plant and machinery to be allocated to this contract including photographs that are dated when taken. (photographs must not be older than two months).</p> <p>Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p> | YES / NO |
| 8.8 | <p>The bidder /subcontractor must have 3 or more current or completed contracts for screening and crushing of builders' rubble to the total minimum value of R500 000.</p> <p>Evidence: List of previous builders' rubble screening and crushing experience with contract values and contactable references. List of plant and machinery to be allocated to this contract including photographs that are dated when taken.</p> | YES / NO |



| No. | SPECIFICATION | DOES YOUR OFFER COMPLY? Is the evidence attached? |
|-----|---|--|
| | <p>(photographs must not be older than two months).</p> <p>Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p> | |

| | | | |
|--------------------|--|----------------------|--|
| SIGNATURE (Bidder) | | FOR OFFICE USE ONLY: | |
| CAPACITY | | Evaluated by | |
| NAME OF FIRM | | Signature: | |
| NAME (PRINT) | | Designation: | |
| DATE | | Date: | |



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18. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

| DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT. | | | |
|--|-------------|------|----------|
| QUANTITY | DESCRIPTION | SIZE | CAPACITY |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required.

| DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED. | | | |
|--|--------------|------|----------|
| QUANTITY | DESCRIPTION, | SIZE | CAPACITY |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required.

| | | | |
|--|--|--------------|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | | | |
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



19. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

| SUBCONTRACTORS | | | | |
|--|---|--|---|-------------------------------|
| Category / Type | Subcontractor Name; Address; Contact Person; Tel. No. | | Items of work (pay items) to be undertaken by the Subcontractor | Estimated cost of Work (Rand) |
| 1. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 2. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 3. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 4. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 5. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>) | | | | |

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

| CURRENT CONTRACTS | | | | | | |
|-------------------------------------|--|---|--|----------------|---------------------------------|-------------------|
| EMPLOYER (Name, Tel, Fax, Email) | | Contact Person (Name, Tel, Fax, Email) | | NATURE OF WORK | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |

Attach additional pages if more space is required.

| | | | | |
|--|--|--------------|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | | | | |
| SIGNATURE | | NAME (PRINT) | | |
| CAPACITY | | DATE | | |
| NAME OF FIRM | | | | |



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

| COMPLETED CONTRACTS | | | | | | |
|-------------------------------------|--|---|--|----------------|---------------------------------|-------------------|
| EMPLOYER (Name, Tel, Fax, Email) | | Contact Person (Name, Tel, Fax, Email) | | NATURE OF WORK | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
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| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |

Attach additional pages if more space is required.

| | |
|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | |
|--|--|

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



22. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

| | | |
|--|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | | |
| CRS Number: | | |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



23. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

| | INDICATE WITH AN 'X' | | | | | | | |
|--|----------------------|--|--|--|----|--|--|--|
| Are you/is the firm a registered VAT Vendor | YES | | | | NO | | | |
| If "YES", please provide VAT number | | | | | | | | |

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: BSM 39/23**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

| THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: | |
|--|--------------------|
| In figures: | RATES BASED TENDER |
| In words: | RATES BASED TENDER |
| | RATES BASED TENDER |

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

| | | | |
|-----------------------|--|------|--|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name of tenderer: | | | |
| Name of witness: | <i>(Insert name and address of organisation)</i> | Date | |
| Signature of witness: | | | |



2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

| | | |
|--------------------------|--|-------|
| Signature(s): | | |
| Name(s): | | |
| Capacity: | | |
| For the Employer: | Stellenbosch Municipality, Plein Street, Stellenbosch | |
| Name of witness: | | Date: |
| Signature of witness: | | |



24. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

| | INDICATE WITH AN 'X' | | | | | | | |
|---|----------------------|--|--|--|----|--|--|--|
| Are you/is the firm a registered VAT Vendor | YES | | | | NO | | | |
| If "YES", please provide VAT number | | | | | | | | |

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.
3. Stellenbosch Municipality may award this tender for a period of three years dependent on budget availability for year three.

| | | | |
|--------------|--|-----------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



PRICING SCHEDULE:

The following pricing schedule must be completed. The tender is rates based and the quantities given will be used for the evaluation of the award.

Table 9.1 gives rates and cost items Incl. VAT and Table 9.2 gives annual and contract total Incl. VAT.

Note:

1. The tender is a rate based tender and quantities are added for evaluation purposes only.
2. Quantities may be varied by the Municipality once the tender is awarded.
3. The tender will be awarded to run from 1 July 2023 up until 30 June 2026.
4. Shaded blocks must not be filled in.
5. Prices is Year 2 and 3 must include escalation.
6. Stellenbosch Municipality may award this tender for a period of three years dependent on budget availability for year three.

| | | | |
|--------------|--|-----------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



Table 9.1

| Item No. | Line Item | Quantity PER YEAR | Year 1 (2023/24) RATE Incl. VAT | Year 1 (2023/24) TOTAL Incl. VAT | Year 2 (2024/25) RATE Incl. VAT | Year 2 (2024/25) TOTAL Incl. VAT | Year 3 (2025/26) RATE Incl. VAT | Year 3 (2025/26) TOTAL Incl. VAT |
|----------|---|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 1 | Site establishment | X1 | R | R | R | R | R | R |
| 2 | Site de-establishment / relocation for construction purposes. | X1 | R | R | R | R | R | R |
| 3 | Updating site entrance signage in terms of WML | | R | R | — | — | — | — |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



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Table 9.1

| Item No. | Line Item | Quantity PER YEAR | Year 1 (2023/24) RATE Incl. VAT | Year 1 (2023/24) TOTAL Incl. VAT | Year 2 (2024/25) RATE Incl. VAT | Year 2 (2024/25) TOTAL Incl. VAT | Year 3 (2025/26) RATE Incl. VAT | Year 3 (2025/26) TOTAL Incl. VAT |
|----------|---|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | requirements giving details of service provider and contact person. | X1 | | | | | | |
| 4 | Provision of 24hr security and access control (6 guards per shift). | X12 | R | R | R | R | R | R |
| 5 | Monthly management fee including supervision, | | R | R | R | R | R | R |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



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Table 9.1

| Item No. | Line Item | Quantity PER YEAR | Year 1 (2023/24) RATE Incl. VAT | Year 1 (2023/24) TOTAL Incl. VAT | Year 2 (2024/25) RATE Incl. VAT | Year 2 (2024/25) TOTAL Incl. VAT | Year 3 (2025/26) RATE Incl. VAT | Year 3 (2025/26) TOTAL Incl. VAT |
|----------|--|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | weighbridge operation, chipping and crushing operations, labour, health and safety inspections, attendance of audits and monthly meetings. | X12 | | | | | | |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



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Table 9.1

| Item No. | Line Item | Quantity PER YEAR | Year 1 (2023/24) RATE Incl. VAT | Year 1 (2023/24) TOTAL Incl. VAT | Year 2 (2024/25) RATE Incl. VAT | Year 2 (2024/25) TOTAL Incl. VAT | Year 3 (2025/26) RATE Incl. VAT | Year 3 (2025/26) TOTAL Incl. VAT |
|----------|--|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 6 | Provision of printer and expendable items (ink and perforated paper) | X12 | R | R | R | R | R | R |
| 7 | Ongoing maintenance of weighbridge. | X1 | R | R | R | R | R | R |
| 8 | Annual updating of tariffs on weighbridge software. | X1 | R | R | R | R | R | R |

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|----------|--|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 9 | Provision of weighbridge calibration | X1 | R | R | — | — | R | R |
| 10 | All tools and equipment provision. | X1 | R | R | — | — | — | — |
| 11 | First Aid kit provision | X1 | R | R | — | — | — | — |
| 12 | Inspection and updating of First Aid kit annually. | X1 Per year | — | — | R | R | R | R |

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|----------|---|------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | | Year 2 &3 | | | | | | |
| 13 | PPE provision to all staff (annual issue) | X1 Per year | R | R | R | R | R | R |
| 14 | Fire extinguishers provision. | X1 | R | R | — | — | — | — |
| 15 | Annual servicing of fire extinguishers. | X1 Per year Year 2 & 3 | — | — | R | R | R | R |

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|----------|--|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | | | | | | | | |
| 16 | Provision of temporary office, ablutions, change room and mess room. | X12 Per year | R | R | R | R | R | R |
| 17 | Airspace availability report to establish | X2 per year | R | R | R | R | R | R |

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|----------|--|-----------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | airspace and settlement | | | | | | | |
| 18 | Provision of plant and machinery-bulldozer and water tanker are required <u>full time.</u> | X12 Per year | R | R | R | R | R | R |
| 19 | Provision of front end loader (FEL) | Per hour Rate only | R | — | R | — | R | — |

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|----------|---|--------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| 20 | Provision of tipper truck. | Per hour Rate only | R | — | R | — | R | — |
| 21 | Provision of landfill compactor. Should waste compaction be required. | Rate per month X12 | R | R | R | R | R | R |
| 22 | Provision of all expendable items incl. chemicals and poisons, all | | R | R | R | R | R | R |

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|----------|---|--|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | cleaning materials, toiletpaper handtowels, etc. | X12 | | | | | | |
| 23 | Provision of bush cutting and clearing on side slopes, fence lines and around monitoring infrastructure | Per day Rate only (as and when required) | R | — | R | — | R | — |
| 24 | Crushing and screening of rubble material | Rate per ton | R | — | R | — | R | — |

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|----------|--|---------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | and removed from site for service providers benefit. | (removed from site) | | | | | | |
| 25 | Suitably crushed and screened material. (Municipality retains ownership) | Per ton (Rate only) | R | — | R | — | R | — |
| 26 | Shredded and chipped green garden waste per | | R | — | R | — | R | — |

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|----------|--|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | Ton removed from site (becomes the property of the service provider to beneficiate and sell for own benefit) | Rate per ton (removed from site) | | | | | | |
| 27 | Shredded and chipped green garden waste per kilogram removed from site (Municipality) | Per ton (Rate only) | R | — | R | — | R | — |

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|----------|---|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | retains ownership) | | | | | | | |
| 28 | Loading and transport of the shredded / chipped material to designated site within WO024 should Municipality retain ownership | R/km (Rate only) | R | — | R | — | R | — |
| 29 | Transport of equipment to a | R/km (Rate only) | R | — | R | — | R | — |

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|----------|--|---------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| | site other than Stellenbosch Landfill | | | | | | | |
| 30 | Suitably chipped garden waste for Municipality's benefit. | Per ton (Rate only) | R | — | R | — | R | — |
| 31 | Provision of fence line repairs (provisional Sum), to the maximum value indicated. | — | — | R200 000.00 | — | R210 000.00 | — | R220 000.00 |

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|----------|---|-------------------------|--|---|--|---|--|---|
| 32 | Provision of weighbridge hardware repairs | — | — | R50 000.00 | — | R55 000.00 | — | R60 000.00 |
| 33 | Service providers mark up on provisional sum item | _____ % | — | R | — | R | — | R |
| 34 | Total Year 1 Incl. VAT | — | — | R | — | — | — | — |

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| Table 9.1 | | | | | | | | |
|-----------|------------------------|-------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
| Item No. | Line Item | Quantity PER YEAR | Year 1 (2023/24) RATE Incl. VAT | Year 1 (2023/24) TOTAL Incl. VAT | Year 2 (2024/25) RATE Incl. VAT | Year 2 (2024/25) TOTAL Incl. VAT | Year 3 (2025/26) RATE Incl. VAT | Year 3 (2025/26) TOTAL Incl. VAT |
| 35 | Total Year 2 Incl. VAT | — | — | — | — | R | — | — |
| 36 | Total Year 3 Incl. VAT | — | — | — | — | — | — | R |

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| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



| Table 9.2 | |
|--|-------|
| ITEM | PRICE |
| Total Year 1 (from table 9.1) Incl. VAT | R |
| Total Year 2 (from table 9.1) Incl. VAT | R |
| Total Year 3 (from table 9.1) Incl. VAT | R |
| TOTAL Year 1 + Year 2 + Year 3 (Incl. VAT) | R |

| | | | |
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| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



25. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |
| WITNESS 1 | | WITNESS 2 | |