

## BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 59/23: OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD ENDING 30 JUNE 2026**

TENDER NUMBER: **B/SM 59/23**  
DESCRIPTION: **OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD ENDING 30 JUNE 2026**  
CLOSING DATE: **03 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: **1 GB / 1CE** or higher.

### **INFORMATION:**

**Tender Specifications:** Dzino Mutyorauta at 021 8088705: e-mail: [Dzino.Mutyorauta@ Stellenbosch.gov.za](mailto:Dzino.Mutyorauta@ Stellenbosch.gov.za)

**SCM Requirements:** Jeanette Williams at 021 808 8524 e-mail: [Jeanette.Williams@ Stellenbosch.gov.za](mailto:Jeanette.Williams@ Stellenbosch.gov.za)

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

A Compulsory Clarification Meeting will be held on **15 March 2023 at 10:00 at Franschhoek Town Hall in Franschhoek**. **Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.** In the event of a Joint Venture, one of each company must attend the site meeting.

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:59/23 OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD 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: 80/20 in terms of the approved policy.

|  |            |
|--|------------|
| <b>Price</b>                                       | <b>80</b>  |
| <b>B-BBEE status level of contribution</b>         | <b>10</b>  |
| <b>Locality</b>                                    | <b>10</b>  |
| <b>Total points for Price, B-BBEE and locality</b> | <b>100</b> |

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](http://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, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R280.00 per document**.*

G Mettler (Ms)  
**MUNICIPAL MANAGER**

## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 59/23 ONDERHOUD VAN PUBLIEKE ABLUSIE-FASILITEITE IN FRANSCHHOEK EN KLAPMUTS INFORMELE NEDERSETTINGS VIR 'N PERIODE WAT EINDIG 30 JUNIE 2026**

TENDER NOMMER: **B/SM 59/23**

BESKRYWING: **ONDERHOUD VAN PUBLIEKE ABLUSIE-FASILITEITE IN FRANSCHHOEK EN KLAPMUTS INFORMELE NEDERSETTINGS VIR 'N PERIODE WAT EINDIG 30 JUNIE 2026**

SLUITINGSDATUM: **03 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. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **1GB or 1CE of hoër** hê.

### NAVRAE:

**Tender spesifikasies:** Dzino Mutyorauta by 021 8088705: e-pos: [Dzino.Mutyorauta@stellenbosch.gov.za](mailto:Dzino.Mutyorauta@stellenbosch.gov.za)

**Vkb vereistes:** Jeanette Williams by 021 808 8524 e-pos: [Jeanette.Williams@stellenbosch.gov.za](mailto:Jeanette.Williams@stellenbosch.gov.za)

**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingssessie sal op 15 Maart 2023 om 10:00 by Franschhoek Stadsaal in Franschhoek gehou** word. Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie. In die geval van 'n gesamentlike onderneming, moet een van elke maatskappy die terreinvergadering bywoon.

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 59/23 ONDERHOUD VAN PUBLIEKE ABLUSIE-FASILITEITE IN FRANSCHHOEK EN KLAPMUTS INFORMELE NEDERSETTINGS VIR 'N PERIODE WAT 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. Tendersaanbiedinge 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: 80/20 in terme van die goedgekeurde beleid:

|   |            |
|---|------------|
| <b>Prys</b>                                     | <b>80</b>  |
| <b>BBSEB status</b>                             | <b>10</b>  |
| <b>Ligging</b>                                  | <b>10</b>  |
| <b>Totale punte vir prys, B-BSEB en ligging</b> | <b>100</b> |

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. Tendersaars 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 Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametoelae van **R280.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

G Mettler (Me)

**MUNISIPALE BESTUURDER**



**TENDER NO.: B/SM 59/23**  
**OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN**  
**FRANSCHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD**  
**ENDING 30 JUNE 2026**

**PROCUREMENT DOCUMENT**

|   |                                  |            |           |
|---|----------------------------------|------------|-----------|
| <b>NAME OF TENDERER:</b>  |                                  |            |           |
| <b>Total Bid Price<br/>(Inclusive of VAT)<br/>(refer to page 77):</b> | <b><u>RATES BASED TENDER</u></b> |            |           |
| <b>BBBEE LEVEL</b>  |                                  |            |           |
| <b>CLAIM POINTS FOR</b>   | <b>LOCALITY</b>                  | <b>YES</b> | <b>NO</b> |

**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:**

Dzino Mutyorauta  
Principal Tech : Water and Waste  
Water Services  
Tel. Number: 021 808 8705



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 59/23: OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD ENDING 30 JUNE 2026**

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|  |            |
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G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

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**TENDER NOMMER:** B/SM 59/23  
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**Kantoor Ure:** 08h00-15h30

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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.

Verseëelde tenders duidelik gemerk: **“BSM 59/23 ONDERHOUD VAN PUBLIEKE ABLUSIE-FASILITEITE IN FRANSCHHOEK EN KLAPMUTS INFORMELE NEDERSETTINGS VIR 'N PERIODE WAT 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 voltooide stel tenderdokumente. Tendersaanbiedinge 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: 80/20 in terme van die goedgekeurde beleid:

|   |            |
|---|------------|
| <b>Prys</b>                                     | <b>80</b>  |
| <b>BBSEB status</b>                             | <b>10</b>  |
| <b>Ligging</b>                                  | <b>10</b>  |
| <b>Totale punte vir prys, B-BSEB en ligging</b> | <b>100</b> |



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;
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3. Tendersaars 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 verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, 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 Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R280.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

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 59/23  | CLOSING DATE: | 03 April 2023 | CLOSING TIME: | 12:00 |
| DESCRIPTION  | OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES IN FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS FOR A PERIOD 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<br><input type="checkbox"/> No                        |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |  |  |  |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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<br>[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  |  |  |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>   |  |  |
| DEPARTMENT  | Finance (SCM)  |  | CONTACT PERSON   | Dzino Mutyorauta   |  |
| CONTACT PERSON  | Jeanette Williams  |  | TELEPHONE NUMBER   | 021 8088705  |  |
| TELEPHONE NUMBER  | 021 808 8524   |  | FACSIMILE NUMBER   | N/A  |  |
| FACSIMILE NUMBER  | N/A  |  | E-MAIL ADDRESS   | Dzino Mutyorauta@ Stellenbosch.gov.za  |  |
| E-MAIL ADDRESS  | Jeanette.Williams@ Stellenbosch.gov.za   |  |  |  |  |





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

|   |  |
|---|--|
| <b>1. BID SUBMISSION:</b>   |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  |  |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>   |  |
| 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. |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 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.   |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 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 |
| <b>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.</b>  |  |

**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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## **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:**

|  |     |  |    |  |
|--|-----|--|----|--|
| <b>Certificate of Clarification Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?  | Yes |  | No |  |
| <b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?  | Yes |  | No |  |
| <b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?  | Yes |  | No |  |
| <b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?<br>Is a copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached?<br>(NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT <b>MUST</b> BE AN ORIGINAL AND <b>NOT</b> A COPY TO BE ELIGIBLE FOR BBBEE POINTS)   | Yes |  | No |  |
| <b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?   | Yes |  | No |  |
| <b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?   | Yes |  | No |  |
| <b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?<br>Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?<br>(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 AWARDDING POINTS FOR LOCALITY) | Yes |  | No |  |
| <b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed?<br>Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?  | Yes |  | No |  |
| <b>Form of Indemnity</b> - Is the form duly completed and signed?  | Yes |  | No |  |
| <b>Pricing Schedule</b> - Is the form duly completed and signed?   | Yes |  | No |  |
| <b>Form of Offer</b> - Is the form duly completed and signed?  | Yes |  | No |  |
| <b>Declaration by Tenderer</b> - 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**




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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**

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**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**




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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<sub>s</sub>* = Points scored for price of bid under consideration;  
*P<sub>t</sub>* = Price of bid under consideration; and  
*P<sub>min</sub>* = 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 <sup>a</sup>                      | Option 2 <sup>a</sup> |
|---------|--|--|-----------------------|
| 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  | $A = \left(1 - \frac{P - P_m}{P_m}\right)$ | $A = P_m / P$         |
|         | <sup>a</sup> $P_m$ = is the comparative offer of the most favourable comparative offer.<br>$P$ = 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**




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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.

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## 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-




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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](http://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](mailto: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 state<sup>1</sup>.
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 <sup>2</sup> 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:   |     |  |    |  |

<sup>1</sup> 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.

<sup>2</sup> "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.



|              |  |            |  |           |
|--------------|--|------------|--|-----------|
|              |  |            |  |           |
| <b>3.9.</b>  | <b>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?</b>  | <b>YES</b> |  | <b>NO</b> |
| 3.9.1.       | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.10.</b> | <b>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?</b>                             | <b>YES</b> |  | <b>NO</b> |
| 3.10.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.11.</b> | <b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>   | <b>YES</b> |  | <b>NO</b> |
| 3.11.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.12.</b> | <b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>  | <b>YES</b> |  | <b>NO</b> |
| 3.12.1.      | If so, furnish particulars:  |            |  |           |
|              |  |            |  |           |
| <b>3.13.</b> | <b>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?</b> | <b>YES</b> |  | <b>NO</b> |
| 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 <sup>3</sup> Employee Number |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |
|                       |  |                            |  |

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

<sup>3</sup> 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. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20**

**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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor. and
- (c) Locality of supplier

1.4 The maximum points for this bid are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                              | 10         |
| <b>LOCALITY (See definitions)</b>                                      | 10         |
| <b>Total points for Price, BBEE and Locality (must not exceed 100)</b> | <b>100</b> |

1.5 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.

1.6 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.



- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (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**

$$P_S = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

$P_{min}$  = Price of lowest acceptable bid

### 4.3 POINTS AWARDED FOR PRICE

**80/20** or **90/10**

$$P_S = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

$P_{max}$  = Price of highest acceptable bid

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

(b) Promotion of enterprises located in the municipal area (WCO24)



- 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>B-BBEE<br/>Level of Contributor</b> | <b>Status</b> | <b>Number of Points<br/>for<br/>Preference<br/>System</b> | <b>Number of Points for<br/>90/10<br/>Preference<br/>Points System</b> |
|--|---------------|---|--|
| 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<br>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.

| <b>Locality of supplier</b>                   | <b>Number of<br/>Points for<br/>80/20<br/>Preference<br/>Points<br/>System</b> | <b>Number of<br/>Points for<br/>90/10<br/>Preference<br/>Points<br/>System</b> |
|---|--|--|
| Within the boundaries of the municipality     | 10   | 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 and/or Locality 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)?

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| 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)

## 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<br>√ | QSE<br>√ |
|---|----------|----------|
| 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 |  |  |
| <b>OR</b>                              |  |  |
| 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/Locality points 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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|  |   |
|--|---|
| <b>Definition of "Black Designated Groups"</b> | <p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(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;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> |
|--|---|

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

# 10. 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?<br><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)?<br><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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? | <b>Yes</b> | <b>No</b> |
| 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?                         | <b>Yes</b> | <b>No</b> |
| 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: |  |               |  |



## 11.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).<sup>4</sup> 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:

<sup>4</sup> 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 consortium<sup>5</sup> 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.

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| NAME OF FIRM: |  |               |  |

<sup>5</sup> 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.



## 12.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) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
|                                  |                                  |                             |  |                             |
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**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 |
|-----------|----------|------|



**13. 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.**

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**14. 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:                    |  |



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 15. SPECIFICATIONS

### 1. DESCRIPTION OF THE WORKS:

#### 1.1 Employer's Objectives

The Employer's objectives are to provide, through the services of a competent and experienced Contractor, regular and effective cleaning and operational maintenance at public ablution facilities in informal settlements and various locations in **FRANSCHHOEK AND KLAPMUTS**, Stellenbosch (WC024) Municipal area. The cleaning and operational maintenance proposed, aim to ensure the optimal functioning of the shared potable water points, wash basins and shared ablution facilities.

#### 1.2 Overview of the Works

The Stellenbosch Municipality supplies shared water and sanitation services in informal settlements and various locations scattered throughout **FRANSCHHOEK AND KLAPMUTS**, Stellenbosch. This Contract is for the operational maintenance and cleaning of shared ablution and potable water facilities in line with the Employer's stated objectives to provide Access to Basic Services (ABS) in informal settlements in Stellenbosch. Cleaning and regular maintenance of these shared facilities are necessary to ensure constant water supply and prolong the integrity of infrastructure in informal areas.

#### 1.3 Extent of the Works

The Works require a contractor to clean in and around existing shared water points, wash basins and ablution facilities, do plumbing work and general maintenance if and when required, to ensure the optimal operation of these shared facilities. The intended cleaning and maintenance work shall be undertaken on a daily basis (including weekends) for a continuous period ending 30 June 2026.

Details of the facilities that require cleaning and maintenance are listed below. Although the infrastructure that are listed here is in accordance with the best knowledge and information available to the Employer, the Contractor shall be responsible to visit the identified sites and arrange access to ensure that the extent of all works are included in his tendered rates.

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#### 1.4 Site Location

The site location and extent of the works/facilities to be serviced under this contract are summarized in the Scope of Works below. Locality maps of the location of ablution facilities will be provided to prospective bidders at the compulsory tender clarification meeting.

#### 1.5 Site Facilities

No offices or storage facilities are available on site for the use of the Contractor. An area on site may be made available to the Contractor for the erection of a plant/material holding area, if so required for execution of the Contract. Staff will be allowed to make use of the existing public ablutions, but the use thereof shall not disrupt the daily use by the community.

#### 1.6 Water Supply

The Contractor may make use of the existing water points that are being serviced under this contract, but shall do so sparingly and in line with the municipalities' water conservation requirements. Should no water connection be available on site, temporarily or otherwise, the Contractor must make alternative arrangement for water elsewhere to ensure continued service delivery.

#### 1.7 Electricity

No electricity supply is available on site and it is recommended that the Contractor makes provision for his/her own portable power supply if and when required.

#### 1.8 Staff Housing

Staff may not be housed on any of the sites. The Contractor must transport staff to and from the sites on a daily basis.

#### 1.9 Site Maintenance and Record Keeping

During the progress of the works and upon completion thereof, the Site of the Works shall be kept in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

The Contractor shall provide and maintain hard-cover A4 maintenance files of work done for the duration of the Contract. All schedules, checklists, maintenance record, and monthly reports shall be filed, together with the information regarding

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materials used for repairs and maintenance. Damages and breakages not included in the scope of works of the Contract, but that may impact services delivery on site, shall be reported to Water Services as soon as the Contractor becomes aware of it. (I.e. structural damages, roof repairs, etc.)

### 1.10 Access to Properties and Infrastructure

The Contractor shall keep in mind that all facilities shall still be in operation and available for use by the public throughout the execution of the works. The Works shall be made accessible to the public if and when required.

The Contractor shall organize the work to cause the least possible inconvenience to the public, the Employer's personnel and to the property owners adjacent to the sites or affected by the work and allow pedestrians and vehicular access to properties within or adjoining or affected by the area in which he is working.

### 1.11 Treatment of Existing Services

The Contractor shall familiarise himself with all existing services and take care to protect existing services on site.

### 1.12 Damage to Services

The Contractor shall ensure that his employees do not interfere with, or cause damage to any existing services that may or may not hinder the operation of the Works and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

### 1.13 Labour, Plant, Materials and Equipment

Only competent personnel that have been adequately trained by the Contractor shall execute maintenance work. All tools, equipment and materials required for cleaning of the facilities shall be provided by the Contractor at his own cost. Materials required for plumbing repairs/maintenance of the ablution facilities shall be provided by Stellenbosch Municipality (e.g. taps cisterns and fittings for plumbing repairs and replacement). Equipment and tools for plumbing repairs shall be provided by the Contractor.

Equipment and tools used to carry out the works shall be SABS approved of high quality, in working order and comply with the Specifications. All plant, tools and equipment shall comply with the requirements as stipulated in the National Environmental Management Act 107 of 1998 and Occupational Health and Safety Act 85 of 1998 and the Construction Regulation 2014 issued in terms of the Act.

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The Contractor shall ensure compliance with these specifications and if requested by the Employer, shall prove compliance at his own cost.

#### 1.14 Contractor's Responsibility in terms of the OHS Act

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 84 of February 2014).

Since sewage is a listed substance, special arrangements shall be made in terms of the Hazardous Biological Agents Regulations of the OHSA, these regulations must be complied with.

## 2. SCOPE OF WORKS:

Maintenance, operation and cleaning of public ablution facilities and wash areas at various informal settlements in Franschhoek and Klapmuts, include the following:

### A. FRANSCHHOEK:

#### 1. Langrug

- a) Nine (9) x ablution buildings
- b) Eleven (11) x kayaloo's
- c) Ten (10) x single toilets
- d) One (1) location, 10 x prefab. concrete toilets
- e) All washing areas
- f) All standpipe areas

#### 2. Mooiwater

- a) Two (2) x kayaloo's
- b) Four (4) x single toilets
- c) Two (2) x prefab concrete toilets
- d) All washing areas
- e) All standpipe areas

#### 3. Circus Grounds, Franschhoek

- a) Three (3) x ablution buildings. One building that was not serviced previously has been added.

#### 4. Franschhoek town hall, Franschhoek

- a) One (1) ablution facility - urinals, pots and basins (Male and female)

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## B. KLAPMUTS

### 1. “Deurgangskamp”, Klappmuts

- a) Two (2) x kayaloo's
- b) One (1) location, 10 x prefab. concrete toilets
- c) Three (3) washing areas
- d) All washing areas
- e) All standpipe areas

### 2. Mandela City informal settlement

- a) Two (2) x kayaloo's
- b) One (1) location, 10 x prefab. concrete toilets
- c) Two (2) washing areas
- d) All washing areas
- e) All standpipe areas

#### Please Note:

- 1) Should additional ablution facilities be erected by The Municipality within the areas as indicated above, it will be expected that the appointed Contractor include these facilities under this Contract. Allowance for these additional services will be covered under “Rate only” items in the Pricing Schedule.
- 2) A “kayaloo” is defined as a pre-fabricated metal ablution facility.
- 3) Due to the intermittent nature of the use of the ablutions at the Circus Grounds, if the service at the Circus Grounds is not required that aspect of the scope of works may be omitted.

## 3. PARTICULAR SPECIFICATIONS

This part of the Scope of Works contains additional specifications for matters not covered by and works which is not carried out in term of the Standard specifications. For the purpose of this Contract, the following Particular Specifications and Standards shall apply:

### 3.1 Applicable Standards for the Execution of the Works

The tenderer will employ the local people at no less than the minimum wage prescribed in the latest Government Gazette for Contract Cleaning in Area A. The tenderer shall endeavour to employ people from the Municipality's unemployment database. Only where the tenderer is unable to identify satisfactory employees from the list, will it be allowed to source local people by another means. This will however be done in consultation with the Municipality's LED department.

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- 3.1.1 All workers must come from the area serviced by the specified ablution facilities. (E.g. the labourers employed for cleaning of toilets in Langerug shall be people that live in Langerug).
- 3.1.2 The organization or contractor shall/may not be profit driven, but community development driven.
- 3.1.3 All Works shall be carried out in full compliance with the National Building Regulations and SABS Codes and Practices and also in accordance with good engineering practice.
- 3.1.4 The appointed Contractor will be responsible to ensure that work quality is in accordance with the specified standards.

### 3.2 Supply of Materials

- 3.2.1 All materials required for maintenance, repairs and replacements at the facilities will be provided by Stellenbosch Municipality. (e.g. taps, cisterns and fittings for plumbing repairs)
- 3.2.2 All tools, equipment and materials required for cleaning of the facilities shall be provided by the Contractor at his own cost.
- 3.2.3 All material shall be of high quality, new, SABS approved and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used.
- 3.2.4 The Contractor shall be responsible for the storage and safety of all tools, materials and equipment intended for use under this contract.
- 3.2.5 Where there is a standardisation mark for any material, all such material supplied shall bear the official standardisation mark.
- 3.2.6 Wherever in the Specifications or Pricing Schedule a specific Trade or Manufacturer name is being used, it will be interpreted with the suffix "or similar approved" whether expressly stated or not. However, the acceptance of any other product will rest entirely with the Employer and submission of alternatives by the Contractor must comply with the full specifications as stated and shall be approved for use by the Employer.

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#### 4. **GENERAL:**

- 5.1 The duration of the project will be for a contract period ending 30 June 2026, envisaged to commence from xxxxx (earliest date of finalization of SCM appointment process).
- 5.2 Bidders shall visit and familiarize him/herself with the location, conditions, size and layout of the sites and facilities to be serviced.
- 5.3 A compulsory site meeting will be held on **15 March 2023 at 10H00** at Stellenbosch Municipality, Library Hall, Plein Street, Stellenbosch. The closing date for this tender is **04 April 2023 at 12:00**.

#### 5. **PROJECT SPECIFICATIONS:**

Throughout the contract documents the terms Scope of Works and Project Specifications are synonymous. The Works set out in the Specification below shall apply for all ablution and potable water facilities and are to be allowed for in the Rates. Refer to the List of Ablution Facilities specified in the Description of The Works above.

The specifications below must be complied with and clearly marked with an “X” in the **YES** column to serve as confirmation to the specification. If the Bidder wants to deviate from the Specification, it shall be marked in the **NO** column. The bidder shall supply a reason and include deviation details for not complying with the specification. Please note that a “**NO**” indication may have a negative effect on the evaluation of your offer, i.e. non-compliance.

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| ITEM NO. | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS  | YES (X) | NO (X) |
|----------|---|---------|--------|
| 1.       | <p>The appointed Contractor must liaise with the ward committee and the community members from the specific areas to be serviced before commencing the work.</p> <p>Cleaning to be done on daily basis:</p> <ul style="list-style-type: none"> <li>(a) All walls and floors including accessible toilets and all other areas in and around facility</li> <li>(b) Hose down all hardened areas</li> <li>(c) Sweep all floor areas with hard broom(s)</li> <li>(d) Washing of walls or floors using a disinfectant chemical</li> <li>(e) Clean and remove all waste and vegetation inside the fenced area and minimum radius of 5 meters outside the perimeter of abluion fence.</li> <li>(f) All waste should be bagged in approved waste disposal bags and shall be dumped into the nearest municipal skip(s).</li> <li>(g) Clean affected area after the drains have been unblocked by own and/or by the Municipal team</li> <li>(h) Clean roofs of ablutions and remove all debris and waste</li> </ul> |         |        |
| 2.       | <p>Unblock and clean, using appropriate drainage cleaning equipment:</p> <ul style="list-style-type: none"> <li>(a) drainage pipes</li> <li>(b) channels</li> <li>(c) catch pits</li> <li>(d) gullies</li> <li>(e) horn bends</li> <li>(f) foreign objects to be concealed in approved waste bags before disposal at approved dump site</li> </ul>  |         |        |
| 3.       | <p>Report all damages to Superintendent and do the following typical repairs using material provided by Stellenbosch Municipality:</p> <ul style="list-style-type: none"> <li>(a) Repair and replace leaking and stolen taps</li> <li>(b) Repair leaks</li> <li>(c) Repair and replace broken cisterns</li> <li>(d) Replace leadings inside and outside toilets</li> <li>(e) Repair gullies and grids</li> </ul>  |         |        |

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| ITEM NO. | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS   | YES (X) | NO (X) |
|----------|--|---------|--------|
|          | (f) Repair/replace horn bends<br>(g) Replace/repair rodding eyes<br>(h) Repair concrete floors<br>(i) Repair and replace pots<br>(j) Repair/replace wash basins (brickwork and plumbing)<br>(k) Repair channels in and around ablution<br>(l) Remove debris, mud and sand caused by erosion after heavy rains<br>(m) Repair, hang new doors supplied by Municipality<br>(n) Repair perimeter fences  |         |        |
| 4.       | Bidders will comply with OHS regulations in particular Regulations H of RHBA and Regulation 2 of ESR and provide all protective clothing and equipment as prescribed by the legislation and the following are a few examples of typical items: .<br>a) 2 x Overalls per year<br>b) 1 x reflective safety bib<br>c) 1 x pair of safety shoes and/or gumboots.<br>d) 1 x rain suit<br>e) 1 x pair of protective gloves every 3 months as required<br>f) any other PPE deemed necessary for successful execution of the work and protection from site conditions.   |         |        |
| 5 (a)    | Working days, Monday to Friday from 08H00 to 17H00. (18 people – General workers and plumbers)<br>Saturday and Sunday, 6 (six) hours per day, starting from 08H00 to 14H00.  |         |        |
| 5 (b)    | For the Circus Grounds in Franschhoek, Saturday and Sunday – 08H00 to 17H00  |         |        |
| 6.       | Previously thirteen general workers were required, currently general workers must be a total of <b>sixteen (16)</b> workers and a total of <b>two (2)</b> handymen with at least 3 years relevant plumbing experience. General workers must not be paid less than the minimum wage as per the latest Government Gazette.<br><b>Any quotation that is less than the minimum wage prescribed in the latest Government Gazette will not be considered.</b><br>The handymen will roam all facilities and manage the general workers.<br><br>The workers should be allocated the following work stations;<br><br>2 workers at Mandela city, Klapmuts<br>1 worker at Deurganskamp Klapmuts<br>1 worker at Mooiwater, Franschhoek<br>9 workers at Langrug, Franschhoek<br>2 workers at the circus grounds, Franschhoek<br>1 worker at the town hall , Franschhoek |         |        |

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| ITEM NO. | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS  | YES (X) | NO (X) |
|----------|---|---------|--------|
| 7.       | <p><b>At least 2 x experienced handymen with minimum 3 years relevant plumbing experience</b> shall be on site as per working days and hours prescribed in Item 5 and will perform the following functions:</p> <ul style="list-style-type: none"> <li>(a) supervise workers/ cleaners</li> <li>(b) do necessary plumbing repairs and replacements</li> <li>(c) other construction to accommodate sewage, grey water and storm water</li> <li>(d) installation of new standpipes and washing areas</li> </ul> <p>All construction will be coordinated by Water Services representatives.<br/>(Refer to items 3 and 5 above)</p> |         |        |
| 8.       | <p>Provide proof of Handymen's previous work experience. CV's of both handymen must be attached.</p> <p>(Refer to section on MANDATORY INFORMATION TO BE PROVIDED BY THE BIDDER)</p>  |         |        |
| 9.       | <p>Bidders are expected to provide a cost breakdown on request by Employer, in terms of:</p> <ul style="list-style-type: none"> <li>(a) Labour</li> <li>(b) Equipment</li> <li>(c) Plant and;</li> <li>(d) Transportation</li> </ul> <p>Labour quotations that are less than the minimum wage prescribed in the latest Government Gazette will not be considered. Bidder shall attach a calculation guideline to support calculation for labour wages (i.e. latest Government Gazette and/or Industrial Council extract.)<br/><b>Refer to Pricing Schedule</b></p>  |         |        |
| 10.      | All tools and equipment should be supplied by the tenderer and will be required to adhere to the Occupational Health and Safety Act (Act No. 85 of 1993)  |         |        |
| 11.      | Provide proof of Occupational Health and Safety compliance documentation and keep a safety file for duration of the contract.   |         |        |
| 12.      | Chemical usage for cleaning:  |         |        |
| 12. (a)  | <p>The successful bidder shall provide a report on the utilization of chemicals to Stellenbosch Municipality on a monthly basis.</p> <ul style="list-style-type: none"> <li>a) All cleaning material and chemicals should be provided and included in the rates and should be of at least similar, or else better quality, than those used by Stellenbosch Municipality and must be SABS approved.</li> </ul>   |         |        |

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| ITEM NO.                          | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS   | YES (X)   | NO (X)       |                            |              |                |                                   |            |      |             |                            |                            |           |      |     |                 |                      |           |      |          |                          |  |  |
|-----------------------------------|--|-----------|--------------|----------------------------|--------------|----------------|-----------------------------------|------------|------|-------------|----------------------------|----------------------------|-----------|------|-----|-----------------|----------------------|-----------|------|----------|--------------------------|--|--|
|                                   | <p>b) Provide the names, specifications, application and quantities of chemical intended for use on this project. Also consider the following instructions when purchasing chemicals:</p> <ul style="list-style-type: none"> <li>Typical chemical should be highly concentrated deep cleaner, disinfectant and deodorizer</li> <li>It must be able to destroy germs whilst the strong cleaning action removes even the most obstinate urine stains and rusted-iron water marks</li> <li>Datasheets must be attached for evaluation purposes.</li> <li>Where such chemicals are mentioned in the Regulations for Hazardous Chemicals Substances, then these regulations will be adhere to.</li> </ul> <p>Typical composition should be:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th>Substance</th> <th>Cas #</th> <th>UN #</th> <th>Risk Phrases</th> <th>Safety Phrases</th> </tr> </thead> <tbody> <tr> <td>Benzalkonium<br/>cl derive and or;</td> <td>63449-41-2</td> <td>3267</td> <td>R22, 34, 50</td> <td>S: (2), 36, 37, 39, 45, 61</td> </tr> <tr> <td>Phosphoric acid<br/>and or;</td> <td>7664-38-2</td> <td>1805</td> <td>R34</td> <td>S:(1/2), 26, 45</td> </tr> <tr> <td>Hydrochloric<br/>acid</td> <td>7647-01-0</td> <td>1050</td> <td>R23, R35</td> <td>S: (1/2), 36, 37, 39, 45</td> </tr> </tbody> </table> <p><u>Risk and Safety description</u></p> <ul style="list-style-type: none"> <li>R22 Harmful if swallowed</li> <li>R23 Toxic by inhalation</li> <li>R34 Causes burns</li> <li>R35 Causes severe burns</li> <li>R50 Very toxic to aquatic organisms</li> <li>S1 Keep locked up</li> <li>S2 Keep out of reach of children</li> <li>S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice</li> <li>S36 Wear suitable protective clothing</li> <li>S37 Wear suitable gloves</li> <li>S39 Wear eye/face protection</li> <li>S45 In case of accident or if you feel unwell, seek medical advice immediately and show the label where possible</li> <li>R61 Avoid release into the environment</li> </ul> <p>Bidder to provide the name, data sheets, chemical specifications and application ratios for chemicals intended for use, as part of the methodology requested.</p> | Substance | Cas #        | UN #                       | Risk Phrases | Safety Phrases | Benzalkonium<br>cl derive and or; | 63449-41-2 | 3267 | R22, 34, 50 | S: (2), 36, 37, 39, 45, 61 | Phosphoric acid<br>and or; | 7664-38-2 | 1805 | R34 | S:(1/2), 26, 45 | Hydrochloric<br>acid | 7647-01-0 | 1050 | R23, R35 | S: (1/2), 36, 37, 39, 45 |  |  |
| Substance                         | Cas #  | UN #      | Risk Phrases | Safety Phrases             |              |                |                                   |            |      |             |                            |                            |           |      |     |                 |                      |           |      |          |                          |  |  |
| Benzalkonium<br>cl derive and or; | 63449-41-2   | 3267      | R22, 34, 50  | S: (2), 36, 37, 39, 45, 61 |              |                |                                   |            |      |             |                            |                            |           |      |     |                 |                      |           |      |          |                          |  |  |
| Phosphoric acid<br>and or;        | 7664-38-2  | 1805      | R34          | S:(1/2), 26, 45            |              |                |                                   |            |      |             |                            |                            |           |      |     |                 |                      |           |      |          |                          |  |  |
| Hydrochloric<br>acid              | 7647-01-0  | 1050      | R23, R35     | S: (1/2), 36, 37, 39, 45   |              |                |                                   |            |      |             |                            |                            |           |      |     |                 |                      |           |      |          |                          |  |  |

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



| ITEM NO. | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS  | YES (X) | NO (X) |
|----------|---|---------|--------|
|          | <b>Any bid that is submitted without these attachments will be considered NON-COMPLIANT and will not be considered.</b>   |         |        |
| 12 (b)   | It is expected that the Contractor must use at least 5 litres of a diluted chemical per small block and minimum 10 litres per large block when cleaning on a daily basis. Regular use will result in toilets and ablution blocks being clean, germ free and pleasant smelling. In extreme cases the dilution ratios should be modified to suit required application and cleaning.   |         |        |
| 12 (c)   | Proof of chemical purchase and usage must be provided to Municipal Representative before monthly payment can be authorized.   |         |        |
| 13.      | List of all employees with proof of their personal documents and attendance registers must be submitted before monthly payments can be authorized.  |         |        |
| 14.      | The typical plumbing repairs and replacements as per item 3 must be performed by the Handymen on site but this does not limit them from attending to other possible repairs on site as and when required. Note that if same personnel are used, no additional cost will be applicable.  |         |        |
| 15.      | The rates provided for Transportation shall include allowance for all associated duties to be performed at all sites and also include visits to BELTANA municipal depot, situated off Helshoogte Pass, Stellenbosch, to report damages and collect plumbing materials for repair and maintenance purposes, on a daily basis.  |         |        |
| 16.      | The Contractor shall take readings of existing water meters at each ablution facility where a water meter is installed and shall report reading to Stellenbosch Water Services on a monthly basis. The cost here-of shall be allowed for in the rates.  |         |        |
| 17.      | The service required is envisaged for a continuous contract period as stipulated in the bid, but can be terminated within 30 calendar day's written notice by Stellenbosch Municipality, should the Contractor make him/herself guilty of breach of contract.   |         |        |
| 18.      | Penalties for non- performance will be calculated and subtracted on the following basis:  |         |        |
| 18.1     | Actions and repairs listed in item nr. 3 will have a maximum down time allowed of seven days. Exceeding this limit will result in a reduction of R500 per day for the first 3 days and R1000 per day thereafter.  |         |        |
| 18.2     | Informal inspections may be held on a daily basis to inspect all actions listed under Item nr. 2 and 3 are carried out. These inspections will be carried out after 11h00 to allow enough time for cleaning. Exceeding a total of five unsatisfactory inspections per month and failure to perform actions listed under Item nr. 2 and 3 will result in a penalty of R2500 per cycle for that specific month. Non-performance could result in more than one cycle per month and more than one penalty of R2500. |         |        |

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



| ITEM NO. | PROJECT SPECIFICATIONS<br>FRANSCHHOEK AND KLAPMUTS ABLUTIONS   | YES (X) | NO (X) |
|----------|--|---------|--------|
| 19.      | The Contract will be deemed to be breached if the appointed Contractor fails to comply with one or more of the requirements listed in the specifications.                          |         |        |
| 20       | The following information must be provided for pre-qualification evaluation of this bid. Refer to PRE-QUALIFICATION EVALUATION section, MANDATORY INFORMATION under the following: |         |        |
| 20.1     | Resource availability and methodology<br>(a) Key Personnel CV's:<br>(b) Transport<br>(c) Tools and Equipment<br>(b) Methodology  |         |        |
| 20.2     | Previous experience:<br>(a) Proof of similar services to other municipalities or organizations   |         |        |

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



## 16. PRE-QUALIFICATION SCORE SHEET

### 6. MANDATORY INFORMATION TO BE PROVIDED BY THE BIDDER:

Bids will be evaluated in term of the Municipality's Supply Chain Management policy and pre-qualification technical compliance below. Bidders who do not provide the mandatory information together with this bid document will be considered NON-COMPLIANT and will not be considered for further evaluation.

| PRE-QUALIFICATION TECHNICAL EVALUATION   |            |           |
|--|------------|-----------|
| DESCRIPTION  | COMPLIANCE |           |
|  | YES<br>(X) | NO<br>(X) |
| <b>7.1 EXPERIENCE OF KEY STAFF: (Handymen/Supervisor CV's) refer to applicable scheduled to complete below</b>   |            |           |
| <p>Bidder must have at least two (2) handymen with minimum 3 years plumbing experience. CV's that include at least two (2) contactable references and a copy of their certifications (if any) must be submitted with the tender document. The CV structured under the following guideline headings:</p> <p>a) Personal particulars</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• ID number</li> <li>• Date and place of birth</li> <li>• Highest level of education</li> <li>• Place (s) of tertiary education and dates associated therewith</li> </ul> <p>b) Name of current employer and position in enterprise</p> <p>c) Contactable references including contact numbers</p> <p>d) Overview of experience (year, organization and position)</p> <p>e) Outline of assignments / experience that has a bearing on the scope of work (knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.)</p> <p>f) Qualifications (degrees, diplomas, training certificates and grades of membership, if any)</p> |            |           |
| <b>7.2 TRANSPORTATION: refer to applicable scheduled to complete below</b>   |            |           |
| The tenderer must have access to a utility vehicle "bakkie", for use in this contract and must indicate availability of such a vehicle.  |            |           |
| <b>7.3 TOOLS AND EQUIPMENT: refer to applicable scheduled to complete below</b>  |            |           |
| <p>The Bidder shall provide a list of equipment required for minor repairs, plumbing, cleaning and maintenance of public ablution facilities, in order to assess the bidder's capability and capacity to provide service and maintenance of ablution facilities within the Stellenbosch jurisdiction. Estimate the quantities and provide proof or guarantee that the equipment will be available immediately when the tender is awarded.</p> <p>Plumbing equipment – Hacksaw, water pump pliers, chisels, hammer, drill, generator, rodding equipment including plungers and corkscrews etc.</p> <p>Cleaning equipment – Brooms, hosepipes, buckets, disinfectant containers, mops, brushes, washing cloths, toilet scrub, rakes etc</p> <p>Construction equipment – Pickaxe, shovels, sledgehammers, wheelbarrows, spirit level etc .</p>  |            |           |





| 7.4 METHODOLOGY  |  |  |
|--|--|--|
| <p>Bidders must indicate what resources (human and others) that they have available and intend allocating to this project, and on what basis, if successful. This will include the required staff as per item no.6 &amp; 7 of the specification, equipment to perform the required work on site and transport to be used to collect material at BELTANA Depot for all minor repairs. Bidders must provide or describe the cleaning procedure (methodology) that they will follow when cleaning these ablution blocks, the Data Sheets of chemical intended for used shall be submitted and specifications and application must be provided.</p> <p><u>Methodology should include:</u></p> <ul style="list-style-type: none"> <li>• Daily work procedures will include every day to “do list”.</li> <li>• Administration including attendance registers, daily inspection sheets, fault reporting, bookkeeping of materials used etc.</li> <li>• Application of chemicals, chemical specifications, dilution ratios, quantities to be used etc.</li> <li>• Schedule of available resources (e.g. list of all cleaning equipment, number of operational staff, including general workers, handyman/supervisor, vehicles to be utilized, etc.)</li> </ul> |  |  |
| 7.5 BIDDERS EXPERIENCE refer to applicable scheduled to complete below   |  |  |
| <p>a) Bidders must be able to demonstrate competency and have at least 3 years relevant experience in general cleaning and maintenance.</p> <p>b) Have at least 1 year relevant experience in relation to the specific scope of works and site conditions (Specific to informal settlements)</p> <p>c) Bidder shall briefly describe his or her experience in similar work performed and complete the Schedule of Company Experience, listing all contracts of a similar nature that have been successfully completed in the past 5 years or that are underway at present.</p> <p>d) Proof of contactable references must accompany each proposal.</p>   |  |  |

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


**17. EXPERIENCE OF KEY STAFF (HANDYMEN / SUPERVISOR)**

Bidders shall set out in the Schedule hereunder details of the Handyman / Supervisor's experience in work of a similar nature to that for which their Bid is submitted.

|                                      |                                   |                          |                          |                           |
|--------------------------------------|-----------------------------------|--------------------------|--------------------------|---------------------------|
| <b>HANDYMEN/SUPERVISOR<br/>No. 1</b> | <b>NAME: ..... NQF LEVEL.....</b> |                          |                          |                           |
| <b>CONTRACT &amp; CLIENT</b>         | <b>NATURE OF WORK</b>             | <b>POSITION<br/>HELD</b> | <b>VALUE OF<br/>WORK</b> | <b>YEAR<br/>COMPLETED</b> |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |
| <b>HANDYMEN/SUPERVISOR<br/>No. 2</b> | <b>NAME: ..... NQF LEVEL.....</b> |                          |                          |                           |
| <b>CONTRACT &amp; CLIENT</b>         | <b>NATURE OF WORK</b>             | <b>POSITION<br/>HELD</b> | <b>VALUE OF<br/>WORK</b> | <b>YEAR<br/>COMPLETED</b> |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |
|                                      |                                   |                          |                          |                           |

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



**18. SCHEDULE OF PLANT AND EQUIPMENT**

The Tenderer must state below what resources will be immediately available for this contract and what further resources will be acquired for the work should he/she be awarded the contract.

| DETAILS OF TRANSPORTATION AND EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT |                                   |                         |          |
|--|-----------------------------------|-------------------------|----------|
| NO.  | DESCRIPTION                       | Vehicle Registration No | Quantity |
| 1.   | VEHICLES ( i.e. type make, model) |                         |          |
|  |                                   |                         |          |
|  |                                   |                         |          |
|  |                                   |                         |          |
|  |                                   |                         |          |
|  |                                   |                         |          |

Attach additional pages if more space is required.

| DETAILS OF TRANSPORTATION AND EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF BID IS ACCEPTED |                                   |                          |          |
|--|-----------------------------------|--------------------------|----------|
| NO.  | DESCRIPTION                       | Vehicle Registration No. | Quantity |
| 2.   | VEHICLES ( e.g. type make, model) |                          |          |
|  |                                   |                          |          |
|  |                                   |                          |          |
|  |                                   |                          |          |
|  |                                   |                          |          |
|  |                                   |                          |          |

Attach additional pages if more space is required.

The Municipality reserves the right to visit potential bidder's business premises to confirm resource availability. In the event that the bidders fail to supply material information or proof to confirm resource availability to commence with project such bidder's application will not be considered by the Bid Adjudication Committee.

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



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, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED. |              |      |          |
|---|--------------|------|----------|
| QUANTITY  | DESCRIPTION, | SIZE | CAPACITY |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |
|   |              |      |          |

Attach additional pages if more space is required.

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|--|--|
| Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter <b>NIL</b></i> ) |  |
|--|--|

|              |  |              |  |
|--------------|--|--------------|--|
| 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 <b>NIL</b></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<br>(Name, Tel, Fax, Email) |  | Contact Person<br>(Name, Tel, Fax, Email) |  | NATURE OF WORK | VALUE OF<br>WORK<br>(INCL. VAT) | DATE<br>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.

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|--|--|--------------|--|
| 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<br>(Name, Tel, Fax, Email) |  | Contact Person<br>(Name, Tel, Fax, Email) |  | NATURE OF WORK | VALUE OF<br>WORK (INCL.<br>VAT) | DATE<br>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 |  |              |  |



## 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' |  |  |  |           |  |  |  |
|--|----------------------|--|--|--|-----------|--|--|--|
| <b>Are you/is the firm a registered VAT Vendor</b> | <b>YES</b>           |  |  |  | <b>NO</b> |  |  |  |
| <b>If "YES", please provide VAT number</b>         |                      |  |  |  |           |  |  |  |

#### 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: 59/23**
- 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:                |  |       |
| <b>For the Employer:</b> | <b>Stellenbosch Municipality, Plein Street, Stellenbosch</b> |       |
| 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:**

**Pricing Instructions:**

- 1.1. Offer to be valid for 180 days from the closing date of bid.
- 1.2. Prices must be fixed for the pricing periods specified.
- 1.3. Escalation for year 2 and year 3 will be applied as a percentage as per government gazette.  
Applicable Pricing Periods are;
  - Year 1 = current date to 30 June 2024
  - Year 2 = 1 July 2024 to 30 June 2025
  - Year 3 = 1 July 2025 to 30 June 2026
- 1.4. The Tender Data, the Contract Data, the Description and Scope of the Work are to be read in conjunction with the Pricing Schedule.
- 1.5. Non-compliance with the Specification will invalidate your offer.
- 1.6. The prices and rates to be inserted in the Pricing Schedule are to be the full inclusive rates to the Service Provider for the goods/services described under each item. Such rates shall cover all costs and expenses that may be required in and for the supply, delivery and services and shall cover the cost of all general risks, liabilities, overheads, profit, compliance and obligations set forth or implied in the documents on which the tender is based.

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(PRINT) |  |
| CAPACITY     |  | DATE            |  |
| NAME OF FIRM |  |                 |  |



**PRICING SCHEDULE YEAR 1 (Services)**

| Description  | Unit   | Quantity | Rates<br>YEAR 1 | Total Cost per<br>month<br>(R excl. VAT)<br>YEAR 1 |
|--|--------|----------|-----------------|--|
| <b>A. Material and Equipment</b>   |        |          |                 |  |
| 1. Supply and use of Chemicals (minimum 400 liters/month, undiluted) Data sheets must be attached for evaluation purposes. | months | 1        |                 |  |
| 2. Equipment   | months | 1        |                 |  |
| <b>B. Labour</b>   |        |          |                 |  |
| 1. Team of sixteen (16) cleaners/general workers   | months | 1        |                 |  |
| 2. Two (2) Handymen with plumbing experience   | months | 1        |                 |  |
| 3. Monthly rate for one (1) additional cleaner   | months | 1        |                 | (Rate only)  |
| 4. Monthly rate for one (1) additional Handyman  | months | 1        |                 | (Rate only)  |
| 5. Provision of PPE as stipulated in item no.4 of the specifications   | months | 1        |                 |  |
| <b>C. Transportation</b>   |        |          |                 |  |
| 1. Allowance for transportation and collection of materials from BELTANA DEPOT   | months | 1        |                 |  |
| <b>SUB TOTAL MONTHLY COST YEAR 1 (Excl. VAT)</b>   |        |          |                 |  |
| <b>VAT @ 15%</b>   |        |          |                 |  |
| <b>TOTAL MONTHLY COST YEAR 1 (Incl VAT)</b>  |        |          |                 |  |

**NOTE:** Escalation for Year 2 and Year 3 will be applied as a percentage, as per government gazette (Consumer Price Index) on the 1<sup>st</sup> of July of every year

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(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:

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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    |  |