



BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 78/26 OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD ENDING 30 JUNE 2029

TENDER NUMBER: **B/SM 78/26**

DESCRIPTION: **OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD ENDING 30 JUNE 2029**

CLOSING DATE: **25 May 2026**

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

INFORMATION:

Tender Specifications: Londeka Phetha at 021 8088216: e-mail: Londeka.Phetha@Stellenbosch.gov.za.

SCM Requirements: Jeanette Williams at 021 8088524: e-mail: Jeanette.Williams@stellenbosch.gov.za

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

A Compulsory Clarification Meeting will be held on **07 May 2026 at 10:00**, out of doors at the Stellenbosch Landfill, situated off Devon Valley Road approaching from Adam Tas Road, Approximate co-ordinates for the centre of the site are 33°56'31"S 18°49'14"E. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with "**B/SM 78/26 OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD ENDING 30 JUNE 2029**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), 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 (GCC) , Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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

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

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 485 per document**.*

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)

MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 78/26 BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN EINDIG 30 JUNIE 2029

TENDER NOMMER: **B/SM 78/26**

BESKRYWING: **BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN EINDIG 30 JUNIE 2029**

SLUITINGSDATUM: **25 Mei 2026**

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

NAVRAE:

Tender spesifikasies: Londeka Phetha by: epos : Londeka. Phetha@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams by 021 8088524: e-pos: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **07 Mei 2026** om **10:00**, buite deure by die Stellenbosch Stortingsterrein, geleë langs Devon Valleyweg wat vanaf Adam Tasweg nader, Geskatte koördinate vir die middel van die terrein is 33°56' 31"S 18°49'14"O. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëld tenders duidelik gemerk: "**BSM 78/26 BEDRYF EN BESTUUR VAN DIE STELLENBOSCH-STORTING TERREIN EINDIG 30 JUNIE 2029**", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooid stel tenderdokumente. Tendersaanbiede 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 (GCC, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

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

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

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. 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 verseëld 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 tenderdeelnamewoo van **R485.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 78/26
OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A
PERIOD ENDING 30 JUNE 2029
PROCUREMENT DOCUMENT

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT) (refer to page 79):	<u>RATES BASED TENDER</u>	
BBBEE LEVEL		
CLAIM POINTS FOR	LOCALITY	N/A

DATE: April 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Londeka Phetha
Manager: Waste
Minimization & Disposal
Tel. Number: **021 8088216**



1. TENDER NOTICE & INVITATION TO TENDER

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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 78/26	CLOSING DATE:	25 May 2026	CLOSING TIME:	12:00
DESCRIPTION	OPERATION AND MANAGEMENT OF THE STELLENBOSCH LANDFILL FOR A PERIOD ENDING 30 JUNE 2029				
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(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. NAME AND SURNAME OF RESPONSIBLE PERSON					
8. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance (SCM)		CONTACT PERSON	Londeka Phetha	
CONTACT PERSON	Jeanette Williams		TELEPHONE NUMBER	021 8088216	
TELEPHONE NUMBER	021 808 8524		E-MAIL ADDRESS	Londeka.Phetha@stellenbosch.gov.za	
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za				



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

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:

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



3. CLARIFICATION/VIRTUAL 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			
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:	

OR

2. COMPANIES AND/OR 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 COPY of the resolution attached?

YES

NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



OR

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:	

OR

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. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment



The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency



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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



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 (or company turnover) 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 ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative								
3.2.	Identity Number								
3.3.	Position occupied in the Company (director, shareholder ² etc.)								
3.4.	Company Registration Number								
3.5.	Tax Reference Number								
3.6.	VAT Registration Number								
3.7.	Are you presently in the service of the state?	YES		NO					
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO					
3.8.1.	If so, furnish particulars:								

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

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2023 – PURCHASES/SERVICES 90/10

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

- 1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 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. **(N/A)**.
- 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;



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

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

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) Promotion of enterprises located in the municipal area (WCO24)



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

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

5.5 A tenderer must submit proof of its BBEE status level contributor.

5.6 A tenderer failing to submit proof of BBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for Preference System	Number of Points for Preference System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	N/A	N/A



6. BID DECLARATION

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

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

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

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

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

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

Business Address -

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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



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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/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 YOUR OWN AFFIDAVIT 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:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. 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 style="margin-left: 20px;">i. before 27 April 1994; or</p> <p style="margin-left: 20px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the Revenue was R10,000,000.00 (Ten Million Rands) or less **NB!**
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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



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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 Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp
 Date:

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

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

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



11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

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

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



15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. BACKGROUND

The Stellenbosch Municipality (SM) owns and operates the Stellenbosch Landfill (SLF) off Adam Tas Road in Stellenbosch. Diversion activities listed below do take place on site, which includes:

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

Please Note:

(a) and (b), above, will form part of this tender for the **full duration** of this contract.

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

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

The management of the public drop off will be the responsibility of the appointed service provider.

2. TENDER PURPOSE AND DURATION OF CONTRACT

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

The contract will be for 3 financial years commencing from 1 July 2026 and ending 30 June 2029.

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



3. COMPULSORY SITE MEETING

There will be a compulsory site meeting for this tender. Site meeting will take place at Stellenbosch Landfill Site, Adam Tas Road, Stellenbosch, date to be confirmed.

4. DETAILS OF SITE

- 4.1 The SLF is approximately 41,7Ha in extent and is situated off Devon Valley Road approaching from Adam Tas Road. The landfill area takes up 29,3Ha of the entire space. Approximate co-ordinates for the centre of the site are 33°56'31"S 18°49'14"E.
- 4.2 This facility only receives waste from industrial and domestic areas within the Stellenbosch municipal area.
- 4.3 The site is permitted as a general waste landfill.
- 4.4 The site has a garden waste section and builders' rubble section where both these waste streams are dealt with, in order to facilitate beneficiation as part of the Municipality's efforts to divert waste from landfill.

5. SCOPE OF WORK

5.1 The service provider will be responsible for the management of operations:

- All general waste, landfilled on the developed cell.
- This will include management of waste types listed hereunder, the weighbridge office/system, daily on-site operations and ensuring that the site complies with its WML conditions and all other relevant legislative requirements at all times.

5.2 Waste Types:

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

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

5.2.2 The following wastes may be received in small quantities from residents and stored safely until disposal off site:

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

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

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

5.5 Charges for disposal:

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

5.6 Buildings and Office Containers

- The weighbridge office will be made available on the site for use by the service provider at no cost.
- The service provider will need to maintain the office in a state of cleanliness.
- The service provider must provide suitable temporary office facilities for staff including an office, ablutions and mess room. Minimum 3x office containers-1x

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mess, 1x storage and 1x office. Containers must be an earthy colour i.e brown, green, cream, grey.

- A site camp will be provided with water and electricity supply. Any connection of water and electricity to containers will be for service provider own account. COCs will be required.

5.7 Access roads:

- The service provider to maintain all existing roads in use, to ensure access to points of disposal.
- Maintenance of on-site gravel roads and the working face, as well as areas used for rubble and green waste stockpiling and processing, especially during the wet winter months, thereby ensuring that no damage occurs to vehicles making use of the site.
- Vehicles that get stuck must be carefully towed out and no vehicle may be pushed by another vehicle.
- Any damage caused to vehicles will be for the service provider’s account. All staff must be adequately trained in this regard, and the service provider must ensure availability of towing ropes, tow bar or chains.
- Providing a water tanker for daily use on site.
- Provision of regular water spraying of on-site roads, working face as well as chipping and crushing areas to minimise dust during operational hours.
- This includes the provision of suitable tanker fitted with a spray bar, to prevent generation of dust and associated impacts, as determined by the prevailing weather conditions.
- Set speed restrictions to minimise dust generated by vehicles driving onto the landfill site.
- Vehicle speeds must be limited to 20 km/h on any exposed surfaces where signs or paving is not in place.

5.8 Access control gates:

- There is an access control gate and must be utilised.

5.9 Fencing:

- The site is fenced with a 2,4m high concrete palisade security fence and/or steel mesh fencing.
- The service provider must maintain and repair of any breaches of the fence within 7 days.

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- A provisional sum is provided for repairs to the fence line.

5.10 Security:

- The service provider will need to provide access control during operational hours as well as 24 hour security for the site.
- Unauthorised entry or entry after hours must be prohibited. Any other activity on site will need to provide their own security for materials, machines and other infrastructure.
- The provision of access control and 24-hour security is included in this appointment. Day Shift on a 12-hour shift system and Night shift on a 12-hour shift system as per tender requirements.
- The security must be provided by a suitably experienced security company, and the guards must have 24-hour contact to their security control room.
- There should be six (6) guards on duty for each shift, providing at least two guards on duty at the entrance gate during operational times for the provision of access control and four guards providing daytime security on the site whilst the facility is open.
- After hours security must be provided by six (6) guards who must do regular checks at specific points on the site.
- A program with an operations plan for access control and security must be provided at the time of tender to ensure adequate site access control, site security and the protection of all assets of the municipality and the contractor.
- The bidder must always ensure that they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of security officers.
- Provide an effective 24-hour security guarding services including the protection and patrolling of the facility and assets on site.
- Day and night routine inspection of the boundary fence.
- All security officers deployed for the duration of the contract must submit proof of valid PSIRA Grade D registration and valid competency certificates including security vetting (Must submit copies annually to the relevant department).
- Armed security as a back-up for when situation on-site escalates. The ammunition used should primarily be rubber bullets and live rounds for life threatening situation only.
- The security company appointed by the bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents. Bidders who are not registered with PSIRA, will be non-responsive.

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5.11 Weighbridge:

- A dual weighbridge (for weighing in and out) has been installed at SLF and is fully operational.
- The service provider will be responsible for:
 - Operation of weighbridge system, acceptance of waste loads and record keeping
 - Clean both weighbridges and all ablutions facilities.
- Provision of suitably trained personnel to manage and operate the weighbridge system on a full-time basis, during normal working hours. The responsibilities of these personnel members shall inter alia include:
 - Schedule training session.
 - identification of waste loads.
 - acceptance or rejection of the waste loads.
 - capturing data at the weighbridge office; and
 - operating the weighbridge.
 - effective communication with clients.
- The off-loading of acceptable waste at the landfill shall be on a prepaid disposal coupon system
- The service provider’s staff shall be made aware of the licence requirements and obligations at the facility and be educated on the waste types not allowed for disposal on site.
- The SLF serves the WC024 area. No waste generated outside the WC024 boundaries will be accepted, and the Service provider shall take full responsibility for the implementation thereof. Should his arrangement be violated in any form, penalties will apply.
- Notifiable wastes, liquids and sludges, whether in sealed drums or not, will NOT be allowed to be disposed of at the site. No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site. No foundry sand or paper pulp are allowed.
- The service provider must assist in ensuring that all users of the site is accredited in terms of Stellenbosch Municipality: By Law relating to Integrated Waste Management (2020).
- In the interest of environmental protection and complying with the site’s licence requirements, the service provider will be required to record all relevant details

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of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site.

- The vehicle owner and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blocked from any use of Stellenbosch Municipality’s waste disposal facilities.
- The Service provider shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.
- This system must be used to record the mass of all waste loads delivered to Site.
- In order to ensure that no data is lost as a result of damage to the weighbridge computers or fire in the weighbridge control house, the Service provider will be expected to make daily backup files of all data which is to be stored in a safe place, other than the weighbridge office.
- The Service provider shall generate daily, weekly and monthly reports on site as required in terms of the Licence Conditions and on instruction by Stellenbosch Municipality.
- The Service provider shall supply a printer that is able to print perforated A4 pages, compatible with computerized system in use, and all consumables including perforated paper and ink toners for uninterrupted record keeping and the operation of the weighbridge, associated computer equipment, peripherals and be responsible for the maintenance and/or replacement thereof when needed.
- NB: Computer and software will be provided by the Municipality.
- Annual tariff updates on the computer system will be for the account of the Service provider.
- The Service provider shall be responsible for the care of the weighbridge and peripherals and any damage caused by misuse or negligence shall be made good by the Service provider at its own cost.
- Maintenance of the weighbridge is the responsibility of the Service provider as per the provisional sum allocated. Discretion will be applied as and when the provisional sum will be utilized.
- The Service provider shall be responsible to calibrate the weighbridges and verify the weighbridge scales as required by law and obtain the necessary certification.
- The following detailed information must be provided to the Employer on a monthly basis (to be received no later than the 2nd of each month):
 - Detailed attendance registers and timesheets of the Service provider on Site;
 - Number of operational hours per week for the various plant;

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- Number of vehicles recorded at the facility with details of the date, time, type of vehicle, registration number and waste volumes;
- Number of coupons received and income generated at the SLF;
- Number of public visits recorded at the facility with details on the date and time;
- Statistics on the monthly average tonnages for the waste types disposed of on site.

5.12 Electricity Supply:

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

5.13 Operating hours:

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

Landfill operating hours for Public

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

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

Public drop off operating hours.

Monday to Friday	08:00 to 18:00
Saturday	08:00 to 16:00
Sunday	08:00 to 14:00
Public Holidays	08:00 to 14:00

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

Hours of Operation for the Service Provider

Monday to Friday	07:00 to 17:00
Saturday	08:00 to 16:00
Sunday	08:00 to 14:00 (limited operations)
Public Holidays	08:00 to 16:00

5.14 Notice Board:

- Provision and updating of weatherproof notice boards as required by the Municipality and the WML.

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- Annual tariff update on information boards will be for the account of the service provider.
- 5.15 Provision of suitable on-site plant and machinery: –
- Bulldozer (part time)
 - Water tanker (full time)
 - 24 Ton Landfill Compacter (full time)
 - Front end loader (full time)
 - Tipper truck for moving cover material (part time - as and when required)
 - Chipper, Shredding equipment such as Horizontal grinder (RAYCO or similar) as and when required
 - Screening and crushing equipment (as and when required).
- 5.16 Provision of a suitable staffing compliment:
(Details to be confirmed by the contractor to ensure effective and compliant operations)
- Site supervisor X1
Minimum requirement: Matric with 5 years relevant experience.
If the Site Supervisor needs to be replaced, the replacement shall have similar or higher qualifications and experience than the one that is being replaced, and SM to be informed accordingly.
 - Weighbridge operator X2
 - General workers/spotters X6 for active cell, green waste, builders' rubble and public drop off.
 - Mechanical Plant operators with certificate of competences for all plant and equipment as provided.
 - All unskilled general work category labour to be sourced from WC204.
- 5.17 Chipping/Shredding Operations:
- The tender includes green waste chipping/shredding on site.
 - The management garden waste forms a key component of the diversion of waste from landfill.
 - Chipping/shredding of all incoming garden waste at the Stellenbosch Landfill Site and transport thereof should be taken to a licensed/ registered beneficiating facility or to a destination specified by Stellenbosch Municipality.
 - **NB:** The tenderer will be allowed to generate an income from the sale of chipped / shredded garden waste.

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- The tenderer or a suitable sub-service provider appointed by the tenderer will provide a chipping/shredding service to enable garden to be benefited.
- All activities on site regarding such is subject to the Municipality’s approval and conditions of the WML.
- The estimated garden waste quantities in Tons are provided in the table below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
645	742	656	682	682	663	609	623	599	643	625	503

Period: Jan 2025-Dec 2025

Per annum: 7672T

Average per month: 586T

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

5.18 Crushing and screening of builder’s rubble:

- The tender includes rubble crushing on site.
- The management of builder’s rubble and fill material that is generated in construction and demolition activities throughout the municipal area forms a key component of the diversion of waste from landfill.

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- Thus, it is included in this tender in which the tenderer or a suitable sub-service provider appointed by the tenderer will provide a rubble crushing and screening service to enable the screening, stockpiling, crushing and beneficial reuse of the recovered resource.
- Suitable infrastructure/equipment must be provided to stockpile and crush rubble to a suitable standard.
- **NB:** The tenderer will be allowed to generate an income from the sale of crushed material.
- All activities on site regarding such is subject to the Municipality's approval and conditions of the WML.
- The estimated **builders' rubble quantities** in Tons are provided in the table below:

JAN	FEB	MA	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		R									
3282	3812	4200	5476	3850	3864	4740	6436	5561	6882	7432	4471

Period: Jan 2025-Dec 2025

Per annum: 60005T

Average per month: 5000T

- Recovery of bricks by waste reclaimers for resale will be permitted. Strict control of this activity should be in place. The informal sector waste pickers will be afforded the opportunity to recover and sell beneficiated bricks. Maximum reclaimers are 15.
- Equipment and Plant:
 - The service provider must ensure that all equipment is licensed according to prescriptions and that it is used for the purpose it is intended.
 - Equipment must be presentable and in good working condition at all times.
 - The service provider must ensure adequate storage of fuel, oil and any chemicals utilized on site in accordance with accepted standards.

5.19 Housing of employees:

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- The Service provider will not be permitted to house or overnight any of its employees or any other person on the site except for security guards.
- Provision of temporary office, changing room and mess accommodation, ablutions and associated infrastructure will be the responsibility of the service provider.

5.20 Landscaping

- Landscaping maintenance duties entails year-round care of outdoor spaces, including mowing, edging, weeding, pruning trees and shrubs, fertilizing, and operating machinery. Responsibilities also include irrigation system maintenance, seasonal cleanup, plant care, and debris removal to ensure aesthetic appeal and plant health.
- Core Maintenance Tasks:
 - Biweekly Lawn Care: mowing, edging, aerating, seeding, to maintain healthy turf.
 - Weekly Plant & Bed Management: Weeding, watering, pruning hedges, trimming trees.
 - Irrigation & Water: Monitoring daily and repairing irrigation systems (manual and automatic) as and when required.
 - Weekly Cleanup & Sanitation: removing litter, sweeping walkways, raking leaves, and clearing debris from green spaces.
- Seasonal & Duties:
 - Seasonal Prep: Quarterly preparing landscapes for changing seasons, including winterization or spring watering schedules and maintenance.
 - Equipment Maintenance: Operating and maintaining machinery as and when required.
 - Hardscape Maintenance: ongoing cleaning walkways

5.21 Landfill Operations

- In addition to the ongoing diversion activities, landfilling will form a major part of this tender. Undertaking all landfill operations of waste received for disposal should be done in accordance with WML provisions and recognised sanitary landfill practices ensuring that all waste is spread, compacted and covered daily.
- Public drop off will become the responsibility of the service provider. This includes the hazardous waste drop off area for management, collection and temporary storage.

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- Landfilling to be done in the following manner:
 - In accordance with “Minimum Requirements for Waste Disposal by Landfill, Second Edition of 1998”) for spreading, compaction and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material on each operating day.
 - In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions allow.
 - Cell shall be filled as follows:
 - Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
 - Internal berms are to be constructed along the sides of the cell when inside the landform. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
 - The floor of the cell will have been compacted and covered by the Service provider prior to waste being placed (i.e. previous layer of covered waste).
 - Three passes of the landfill compactor (of at least 24tons operating weight) per layer of waste to a density of at least 1000kg/m³. Once compacted, the height of a cell will not exceed 2.5m in any situation. The preferred average height is 2.0m.
 - In order to maximise compaction effort, the slope of the working face shall be at an approximate angle of 1:3. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.
 - The upper horizontal surface of a cell shall be finished such that it has a fall of at least 1:50 and not greater than 1:10, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
 - Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

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- At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builders rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the Municipality.
 - In order to maintain the required surface gradients, batter boards shall be erected and used for finishing off of each cell.
 - The Service provider shall be seen to be working to the approved Environmental Management Programme.
- Suitable sources of cover material include:
 - Cover material currently being stockpiled on site
 - Building rubble and clean cover material delivered to SLF
 - Sufficient material for cell building and refuse covering on a daily basis should be ensured with by the Service provider.
 - A strategically placed stockpile of cover material, sufficient for three working days operation, should always be maintained. Management and reinstatement of cover that is removed by wind, rain or any other occurrence.
 - Manoeuvring space at working face:
 - pace must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion.
 - A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.
 - Spoilt foodstuff:
 - Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal.
 - The foodstuff must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the landfill

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compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 750mm of waste and cover material.

- Extreme care should be taken that none of these foods are salvaged by any of the vehicle drivers, operating staff or reclaimers. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.
 - Allowance for safe disposal, by appointment, shall be once a week and disposal shall take place after 15:00 on the appointed day.
- Bulky waste
 - The Service provider shall reduce the volume of items of bulky waste, as far as is practical, by using its plant.
 - Wet weather
 - Vehicles may become stuck in the mud when the site is wet. In view of this, the Service provider shall ensure that temporary access roads are usable in all situations, with a suitable contingency plan available for the continuation of the operation in the extreme situation where the access roads are not usable.
 - A wet weather cell on the main disposal site must be kept available which has a surface of coarse well drained material, such as builder's rubble, which can be used as the disposal area when conditions become too wet in other areas.
 - Vehicles stuck on site
 - The Service provider shall have available on site at all times (during normal operating hours) heavy-duty towropes or tow bars and shall assist any vehicle that becomes stuck on the Site with minimal delay.
 - Stuck vehicles must be towed out and under no circumstances may they be pushed out.
 - The Service provider will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed.
 - The Municipality also reserves the right to apply a penalty should vehicles be pushed out.
 - Service provider to ensure that the site shape and side-slopes are maintained in accordance with approved designs and plans.

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- No unauthorised waste may be allowed onto site for disposal or storage.
- Monthly Management includes the following:
 - Supervision,
 - Weighbridge operation,
 - Chipping and crushing operations,
 - Labour,
 - Health and safety inspections,
 - Attendance of audits and monthly meetings.
 - First Aid kit provision
 - All tools and equipment provision.
 - All cleaning materials, toilet paper handtowels, etc.

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

- Ensuring that all activities comply with conditions of the WML.
- Control of nuisances including odours, flies, dust, rodents, noise and litter.
- Control of litter will include continuous litter picking on site and around the perimeter of facility.
- Maintaining an acceptable standard of housekeeping for the entire site.
- Monitoring and cleaning of all storm water drains, channels and gullies / dam which are to be kept free of windblown litter, sand and other debris at all times.
- Maintaining a complaint register giving time and date as well as details of complainant, complaint as well as the remedial action taken.
- Maintaining a health and safety program that is in accordance with the Occupational Health and Safety Act that includes the assignment of duties, training and the provision of all personal protective equipment. Regular monthly meetings and scheduled inspections by a competent Health and Safety Officer are a requirement. Written safe work procedures must be available on site and enforced.
- Implementing and maintaining an incident management and reporting system that includes reporting to the Municipality. The Municipality will report to the competent authority when required.
- Record keeping both in hard copy and electronic formats of all waste mass and types received and dispatched.
- Ensure Occupational health and safety Compliance and have an appointed Health and Safety Officer who will undertake monthly inspections.

5.23 Drop off Area

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



- The contractor will be responsible for the operation of the drop-off facility. This facility is provided for use by residents of the Stellenbosch Municipality (WC0024 area) only. No waste coming in from outside this area will be accepted at the drop-off. In addition, no unsorted waste will be accepted. Only waste delivered in small vehicles (cars, cars and trailers and LDVs) will be permitted to dispose in the drop-off area.
- The contractor will provide at least one staff member at the drop-off facility to assist with the identification of waste and directions of where waste must be offloaded. All containers must be easily identified by signage.

5.24 Mitigation of Nuisance(s):

- Windblown litter
 - Limit migration of waste offsite, by:
 - Provision of nets to catch windblown litter should be established around the perimeter of the active working area.
 - All windblown litter should be collected on a daily basis.
 - Covering of excavated areas with a gravel levelling layer as soon as practically possible.
- Dust
 - Avoid nuisance impacts caused by dust as far as possible, by:
 - Taking all reasonable measures shall be taken to minimise the generation of dust as a result of activities on site.
 - If dust will be experienced as a nuisance by nearby the public, then dust suppression measures shall be implemented on site. In order to conserve water, the service provider may use chemical dust suppressants such as 'Dusted', provided they are used in the prescribed manner.
 - Providing a water tanker for daily use on site.
 - Use other dust suppression techniques as required.
 - Record all complaints in register and respond in a timeous manner.
 - Set speed restrictions to minimise dust generated by vehicles driving onto the landfill site
 - Vehicle speeds must be limited to 20 km/h on any exposed surfaces where signs or paving is not in place.
- Noise
 - The service provider must ensure that mitigation measures are in place to limit the level of noise created, during operations.
 - Complaints received in this regard, must be effectively dealt with and corrective measures applied to prevent a re-occurrence of it.

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- 5.25 Service provider may be called upon to, as and when required:
- Participate in quarterly internal and annual external and review audits and the provision of all information as required by the auditors or SM.
 - Attend meetings with SM.
 - Attend regular Landfill Monitoring Committee meetings.
 - Conduct regular landfill airspace surveys, every 6 months determining site height, available airspace and settlement, and it should include builders' rubble storage area.
 - Facilitate tours, with or without SM present.
 - After hours to facilitate off-loading of municipal trucks which are running late.

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

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

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

5.28 Occupational Health and Safety Conditions:

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

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

6. GENERAL

PRINT NAME:			
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6.1 Staff

- The service provider shall provide sufficient staff on the site to ensure proper operation, housekeeping, material handling, traffic regulation and good people relationships.
- Staff must be uniformed as per OHS standards and their clothing must reflect the name of the service provider. High visibility bibs must be provided to on-site staff.
- Staff must be competent and trained in their role – albeit as traffic controller or operator of equipment.
- The service provider must ensure that security is maintained on their portion of the site and that all safety measures are in place at all times.
- The service provider is responsible for the conduct, safety and the quality of the work done by the employees.
- All unskilled staff in the general worker category must be sourced from the WC024 (Stellenbosch Municipality) area.

6.2 Accountability

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

7 PENALTIES

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

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

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

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

IMPORTANT:

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

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

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SIGNATURE:		DATE:	



17. PRE-QUALIFICATION SCORE SHEET

8. PRE-QUALIFICATION FOR RESPONSIVENESS EVALUATION

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

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

No.	SPECIFICATION	DOES YOUR OFFER COMPLY? Is the evidence attached?
8.1	<p><u>Experience of the company:</u> Must have managed landfill of similar size and must have obtained a compliance rating of 85% and more of the landfill site listed.</p> <p><u>Evidence:</u> List of 3 similar contracts for the management of landfill and provide external reports indicating compliance rating.</p>	YES / NO
8.2	<p><u>Experience of the staff:</u> The management and operations will be undertaken by suitably qualified and experienced staff.</p> <p><u>Evidence:</u> CVs to be allocated to this contract must be provided, which indicates qualifications and experience as listed in this tender. Contract Manager- relevant NQF L5 and above. Must have Environmental Management or Engineering or related qualification and at least 5 years' experience in managing landfill site. Site supervisor-grade 12 with 3 years of supervisory experience, and computer literate. Operators - competence certificate of operators to be provided.</p>	YES / NO
8.3	<p>The provision of plant and machinery, as stated in this tender, item 5.14</p> <p><u>Evidence:</u> List of plant and machinery to be allocated to this contract including photographs that are dated when taken (photographs must not be older than two months). Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p>	YES / NO


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No.	SPECIFICATION	DOES YOUR OFFER COMPLY? Is the evidence attached?
8.4	<p>Provision of 24hr access control and security service.</p> <p><u>Evidence:</u> Subcontracting agreement with the details of the security company to be provided. Details of proposed security sub-service provider to be provided along with a description of their experience in providing access control and security for similar facilities. The security company appointed by the bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents.</p> <p>All security officers deployed for the duration of the contract must submit proof of valid PSIRA Grade D registration and valid competency certificates including security vetting (Must submit copies annually to the relevant department).</p>	<p>YES / NO</p>
8.5	<p>The operation must be occupational health and safety compliant</p> <p><u>Evidence:</u> Copy of proof of health and safety plan as well as details and experience of Health and Safety Officer who will undertake regular inspections. Copy of valid COIDA certificate to be provided.</p>	<p>YES / NO</p>
8.6	<p>The bidder /subcontractor must have 3 or more current or completed contracts for chipping/shredding of garden waste to the total minimum value of R500 000 per contract over the last 10 years.</p> <p>Evidence:</p> <p>List of previous green shredding or chipping experience with contract values and contactable references.</p> <p>List of plant and machinery to be allocated to this contract including photographs that are dated when taken. (photographs must not be older than two months).</p> <p>Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p>	<p>YES / NO</p>
8.7	<p>The bidder /subcontractor must have 3 or more current or completed contracts for screening and crushing of</p>	



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No.	SPECIFICATION	DOES YOUR OFFER COMPLY? Is the evidence attached?
	<p>builders' rubble to the total minimum value of R500 000 per contract over the last 10 years.</p> <p>Evidence:</p> <p>List of previous builders' rubble screening and crushing experience with contract values and contactable references.</p> <p>List of plant and machinery to be allocated to this contract including photographs that are dated when taken. (photographs must not be older than two months).</p> <p>Plant and machinery that will be leased or purchased for the contract must include letters of authority from the leasing company or bank.</p>	<p>YES / NO</p>

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



18. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores 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 mores space is required.

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Company				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				

Attach additional pages if more space is required.

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



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

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

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				

Attach additional pages if more space is required.

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

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22. 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.

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:

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

Please note the following:

1. Stellenbosch Municipality reserves the right to 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.

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9. PRICING SCHEDULE:

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

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

Note:

1. The tender is a rate based tender and quantities are added for evaluation purposes only.
2. Quantities may be varied by the Municipality once the tender is awarded.
3. The tender will be awarded to run until 30 June 2029.
4. Shaded blocks must not be filled in.
5. Prices in Year 2 and 3 must include escalation
6. Stellenbosch Municipality may award this tender for a period of three years dependent on budget availability for year three.
7. Public liability: the service provider must have a minimum of about R10 million for public liability.

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Table 9.1

Item No.	Line Item	Quantity PER YEAR	Year 1 (2026/27) RATE Incl. VAT	Year 1 (2026/27) TOTAL Incl. VAT	Year 2 (2027/28) RATE Incl. VAT	Year 2 (2027/28) TOTAL Incl. VAT	Year 3 (2028/29) RATE Incl. VAT	Year 3 (2028/29) TOTAL Incl. VAT
1	Site establishment	X1	R	R				
2	Site de-establishment	X1	R	R				
3	Updating site entrance signage in terms of WML requirements giving details of service provider	X1	R	R	-	-	-	-

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	and contact person.							
4	Provision of 24hr security and access control (6 guards per shift).	X12	R	R	R	R	R	R
5	Monthly management fee including supervision, weighbridge operation, chipping and		R	R	R	R	R	R

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	crushing operations, labour, health and safety inspections, attendance of audits and monthly meetings. Other activities that form part are as follows:	X12						

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	<ul style="list-style-type: none"> • First Aid kit provision • All tools and equipment provision. • all cleaning materials, toilet paper handtowels, etc. 							
6	Provision of printer and expendable	X12	R	R	R	R	R	R

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	items (ink and perforated paper)							
7	Ongoing service of weighbridge.	X1	R	R	R	R	R	R
8	Annual updating of tariffs on weighbridge software.	X1	R	R	R	R	R	R
9	Provision of weighbridge calibration	X1	R	R	-	-	R	R

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10	Fire extinguishers provision.	X1	R	R	–	–	–	–
11	Annual servicing of fire extinguishers.	X1 Per year Year 2 & 3	–	–	R	R	R	R
12	Provision of temporary office, ablutions, change room and mess room.	X12 Per year	R	R	R	R	R	R

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13	Airspace availability report to establish airspace and settlement	X2 per year	R	R	R	R	R	R
14	Provision of plant and machinery-landfill compactor and water tanker are required <u>full time.</u>	X12 Per year	R	R	R	R	R	R

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15	Provision of front-end loader (FEL)	Per hour Rate only	R	-	R	-	R	-
16	Provision of tipper truck.	Per hour Rate only	R	-	R	-	R	-
17	Provision of Bulldozer	Per hour Rate only	R	-	R	-	R	-
18	Provision of bush cutting and clearing on side slopes, fence lines and around	Per square meter (as and when required)	R	-	R	-	R	-

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	monitoring infrastructure							
19	Landscaping	Rate per month	R	R	R	R	R	R
20	Crushing and screening of rubble material and removed from site for	Rate per ton (removed from site)	R	-	R	-	R	-

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	service provider's benefit.							
21	Suitably crushed and screened material. (Municipality retains ownership)	Per ton (Rate only)	R	-	R	-	R	-
22	Shredded and chipped green garden waste per Ton removed from site	Rate per ton	R	-	R	-	R	-

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

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24	Loading and transport of the shredded / chipped material to designated site within WC024 should Municipality retain ownership	R/km (Rate only)	R	–	R	–	R	–
25	Transport of equipment to a site other than Stellenbosch Landfill	R/km (Rate only)	R	–	R	–	R	–

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26	Suitably chipped garden waste for Municipality's benefit.	Per ton (Rate only)	R	-	R	-	R	-
27	Provision of fence line repairs (provisional Sum), to the maximum value indicated.	-	-	R200 000.00	-	R210 000.00	-	R220 000.00
28	Provision of weighbridge hardware repairs	-	-	R50 000.00	-	R55 000.00	-	R60 000.00

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29	Provision of irrigation system repairs			R20 000.00		R20 000.00		R20 000.00
30	Service providers mark up on provisional sum item	_____ %	-	_____ %	-	_____ %	-	_____ %
31	Total Year 1 Incl. VAT	-	-	R	-	-	-	-

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32	Total Year 2 Incl. VAT	–	–	–	–	R	–	–
33	Total Year 3 Incl. VAT	–	–	–	–	–	–	R

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

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23. DECLARATION BY TENDERER

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

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

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

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

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

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WITNESS 1		WITNESS 2	