



PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STELLENBOSCH MUNICIPALITY					
FQ NUMBER:	FQ/SM 99/21	CLOSING DATE:	25 February 2021	CLOSING TIME:	14:00
DESCRIPTION	Collection and Disposal of Asbestos Waste Material				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) Stellenbosch Municipality, Town Hall Complex, Plein Street, Stellenbosch.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	☐ Yes ☐ No		CONTRIBUTOR FACTOR (1 – 20)		
[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]					
<u>ORIGINAL</u> B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A <u>SANAS</u> ACCREDITED AGENCY; OR					
<u>A CERTIFIED COPY</u> OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A <u>SANAS</u> ACCREDITED AGENCY					
<u>ORIGINAL</u> EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
CRS no	TOTAL BID PRICE (Brought forward from MBD 3.1)			R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		DEPARTMENT	Infrastructure Services	
CONTACT PERSON	Ms. L Linders		CONTACT PERSON	Leandro Hendricks	
TELEPHONE NUMBER	021 808 8522		TELEPHONE NUMBER	021 808 8725	
E-MAIL ADDRESS	Lindsay.Linders@ Stellenbosch.gov.za		E-MAIL ADDRESS	Leandro.Hendricks@ Stellenbosch.gov.za	

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

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PART A: REQUIREMENTS IN TERMS OF REGULATORY FRAMEWORK

1. Invitation to bid (MBD 1)
2. Quotation conditions
3. Authority to sign a bid
4. Declaration of interest (MBD 4)
5. Preference claim form in terms of the Preferential Procurement Regulations 2017 (MBD 6.1)
6. Declaration of bidder's past supply chain management practices (MBD 8)
7. Certificate of independent bid determination (MBD 9)
8. Certificate for municipal services and payments to service providers
9. Responsiveness criteria

PART B: TECHNICAL SPECIFICATIONS, PRICING SCHEDULE AND CHECKLIST

10. Technical specifications
11. Pricing schedule (MBD 3.1)
12. Checklist for completeness



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF STELLENBOSCH MUNICIPALITY

REQUEST FOR FORMAL QUOTATION NUMBER: FQ/SM: 99/21

REQUEST QUOTATION DESCRIPTION: Collection and Disposal of Asbestos Waste Material

CLOSING DATE: 25 February 2021

TIME: 14:00

Bid documents can be obtained from the Supply Chain Management Unit, 1ST floor, Plein Street , Stellenbosch 08h00 and 15:00. A non-refundable fee of R50-00 is payable to Stellenbosch Municipality. Alternatively, the bid documents can be downloaded from our website at www.stellenbosch.gov.za by following the Supply Chain Management link.

Enquiries can be directed as follows:

Type of enquiry	Contact person	Tel no	Email address
Bidding procedures and documents	Lindsay Linders	021 808 8522	Lindsay.Linders@stellenbosch.gov.za
Technical enquiries	Leandro Hendricks	021 808 8725	Leandro.Hendricks@stellenbosch.gov.za

Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 60 days after bid closing.

Bids must be submitted in a sealed envelope. The quotation number and quotation description must appear on the outside of the envelope. Bidders that fail to adhere to this requirement will be disqualified at the bid opening.

Bids must be deposited in the **bid box**, located at the entrance of the Municipal Offices of Stellenbosch Municipality, Ground floor, Plein Street , Stellenbosch, by no later than the date and time as specified above. This quotation box is open 24/7. Telephonic, telex, facsimile, e-mail and late bids will not be accepted.

Bids will be opened in public in the Supply Chain Management Conference room at the 1st Floor , Room 101B, Plein Street , Stellenbosch. The lowest, only or any bid shall not necessarily be accepted and the municipality reserves the right to accept any part of the bid or to withdraw the invitation to bid.

This bid shall be evaluated on the 80/20 preference points system as prescribed by the Preferential Procurement Regulations 2017 (government gazette no. 40553)

Prospective bidders must familiarise themselves with the content of Stellenbosch Municipality's Supply Chain Management Policy and must be registered on the **Central Supplier Database (CSD)** if they wish to conduct business with the municipality. The General Conditions of Contract is applicable.

GM METTLER
STELLENBOSCH MUNICIPALITY

AUTHORITY TO SIGN A BID**SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

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

OR

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:	

COMPANIES AND CLOSE CORPORATIONS

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

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)			
Is a CERTIFIED COPY of the resolution attached?	YES		NO

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES ☐ / NO ☐

3.8.1 If yes, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months? YES ☐ / NO ☐

3.9.1 If yes, furnish particulars _____

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

(a) a member of –

(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) 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.

3.10 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** ☐

3.10.1 If yes, furnish particulars:

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES** ☐ / **NO** ☐

3.11.1 If yes, furnish particulars:

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES** ☐ / **NO** ☐

3.12.1 If yes, furnish particulars:

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES** ☐ / **NO** ☐

3.13.1 If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES** ☐ / **NO** ☐

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

AFFIDAVIT

8

NAME AND SURNAME: _____

GENDER: **M/F**

ID No: _____

LANGUAGE: _____

HOME ADDRESS _____

_____ TEL NR: _____

WORK ADDRESS: _____

TEL NR: _____

I declare that

- ☐ I do have property registered in my name with Stellenbosch Municipality and/or any other municipality for services/ rates etc.
- ☐ I **do not** have property registered in my name with Stellenbosch Municipality and/or any other municipality for services/ rates etc.
- ☐ That I do not have any municipal account that is in arrears to my knowledge.
- ☐ That all my municipal accounts are paid in full.
- ☐ That all agreements entered into, to pay back the amounts that are in arrears are honoured monthly.
- ☐ That all my municipal accounts are not in arrears for more than 90 days.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS STATEMENT

I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH

I CONSIDER THE PRESCRIBED OATH TO BE BINDING ON MY CONSCIENCE

SIGNATURE OF DEPONENT

**I CERTIFY THAT THE ABOVE MENTIONED STATEMENT WAS TAKEN BY ME AND THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE/SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THE STATEMENT. THIS STATEMENT HAS BEEN SIGNED AND SWORN TO ON MY PRESENCE AT _____ (place)
ON _____**

SIGNATURE (COMMISSIONER)

FULL NAME AND SURNAME

Commissioner of Oaths
Signature & stamp

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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, 2017.

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 R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R200 000 (all applicable taxes included) and therefore the **80/20 points** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B- BBEE status level of contribution in accordance with the table below:

B- BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B- BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B- BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1. AND 5.1

- 7.1 B- BBEE Status Level of Contribution: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

- 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? **YES / NO (delete which is not applicable)**

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number:

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

ITEM	QUESTION	Yes	No
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? (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).	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)? (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).	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED

.....
(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME BY THE MUNICIPALITY SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDERS

PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, obtain the confirmation of the relevant municipality and attach a copy of their municipal account(s) which are not older than 90 days. (Refer MBD 4 paragraph 4)

Name of account holder:

Account number:

Name of account holder:

Account number:

Name of account holder:

Account number:

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....

.....

Signature for and on behalf of the bidder

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This 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:-

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by **Stellenbosch Municipality**

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

I certify, on behalf

of: _____ that:
(Name of Bidder)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. 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;
10. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:-
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
11. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
12. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:-
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

13. 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.
14. 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.
15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

No bid will be considered by Stellenbosch Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

- a) Bidders must ensure that they are registered on the Central Supplier Database (CSD), if they wish to conduct business with the Municipality.
- b) Enquiries regarding the above can be directed to:

Contact persons	Tel no	Email address
Nicolene Hamilton	021 8088594	Nicolene.hamilton@ Stellenbosch.gov.za

2. Stellenbosch Municipality will reject a bid in terms of the following:

- a) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this or any other municipality or municipal entity, are in arrears for more than three months (90 days).
- b) The name of the company of any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.

3. The following completed documents must be submitted or provided as part of the bid submission:

- a) Copy or Certified valid B-BBEE Status Level Verification Certificate or sworn affidavit. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
- b) Completed and signed declaration of interest form (MBD 4).

4. No bids will be accepted unless the bid documentation as issued by the municipality is utilised.

5. The awarding of this bid is subject to the following:

- a) Relevant technical specifications as stated in this bid document;
- b) Attendance of compulsory site meetings, as may be applicable;
- c) Proper completion of this bid document and signing of declarations
- d) Documents as indicated in MBD 1.
- e) Any special conditions of contract as stipulated in this bid document.

6. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

7. **Inducements, rewards, gifts and favours to municipalities, officials and other role players**

- a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Stellenbosch Municipality for or in connection with the award of a contract;

- b) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.

8. Telephonic, facsimile, electronic/ emailed and late bids will not be accepted.

- 9. Bids shall be declare invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
 - a) If the bid is not sealed;
 - b) if the bid including the bid price amount, where applicable is not submitted on the official pricing schedule;
 - c) if the bid is not completed in non-erasable ink; or
 - d) if the name of the bidder is not stated, or is indecipherable
- 10. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
- 11. The official bid document must be fully completed in indelible ink.
- 12. All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
- 13. If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
- 14. The bidder must adhere to the pricing instructions.
- 15. The Bidder's details must be provided.
- 16. The necessary document authorising the representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- 17. The bid must comply with all the minimum technical specifications.
- 18. Alternative offers may be submitted by the bidder. The municipality is under no obligation to accept alternative offers.

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.
- b) The municipality reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

PART C: TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE

The following minimum specifications are applicable and must be complied with.

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

All tenders received will be evaluated in terms of the Municipal Supply Chain Management Regulations, PPPFA, the Stellenbosch Municipality Supply Chain Management Policy and relevant specifications.

1. DESCRIPTION OF WORKS

1.1 Introduction / Employer's Objectives

The Employer requires the collection and disposal of hazardous waste (fragmented asbestos cement pipes) services from an accredited Asbestos Contractor for maintenance purposes. The removal and disposal of these hazardous materials will be gradually executed as per Employers instructions / as the need arises.

The approved Contractor is to safely deliver the service as per relevant regulatory requirements;

- National Environmental Management Act, (No. 107 of 1998)
- Asbestos Regulations, 2001
- Occupational Health and Safety Act, 85 of 1993
- The Hazardous Substances Act (Act 15 of 1973)
- The National Road Traffic Act 93 of 1996

The contractor is to advise the Employer with regards to all safety measures during execution of the works. It's the responsibility of the approved bidder to ensure full liaison with relevant Regulatory Authorities through the contract period and to obtain applicable authorizations for required services.

1.2 Background / Overview of works

Stellenbosch Municipal Water Services is actively involved in the maintenance and replacement of aging water network infrastructures. As a result, fragmented hazardous asbestos cement pipes are generated and stored at the Beltana and La Motte Depot. The Employer intends to safely dispose these hazardous waste materials in accordance with Regulatory requirements through the appointment of an accredited Asbestos Service Provider.

1.3 Site Location

The site to be serviced under this contract is Erf 3363 / RE (remainder extend), Stellenbosch registration division. (33°55'35"S; 18°52'57"E) as well as La Motte Depot accessible via Robertsvlei Road, La Motte, Franschhoek. (Lat. 33°53'40"S, Lo.19°04'45"E)

Site Facilities

No offices or storage facilities are available on site for the use of the Contractor.

1.4 Weather Conditions

The Stellenbosch service site is situated in an area with weather conditions typical of the Western Cape region, with an annual rainfall of between 600mm – 800mm and north-westerly winds prevailing during the winter months, and strong south-easterly winds during the summer months. Weather mostly moderate. This data is given in good faith without guarantee that it will be representative of the average conditions encountered during the execution of the contract.

1.5 Water Supply

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

1.6 Electricity

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

1.7 Accommodation

Staff may not be housed on any of the sites. The Contractor must transport staff to and from the sites if and as required.

1.8 Site Maintenance

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

1.9 Access to site

The Stellenbosch Beltana Depot is accessible via the Helshoogte Pass approximately 3 Km (kilometres) from central town Stellenbosch, see figure 4 below. While the La Motte Depot accessible via Robertsvlei Road, La Motte, Franschhoek. (Lat. 33°53'40"S, Lo.19°04'45"E)

Approved access shall be awarded with the following conditions:

- The Employer shall provide the Contractor with access to the site for implementation of works only.
- The Contractor shall ensure that he/she is familiar with the conditions of access road and identified waste collection area/point.
- The Contractor to be aware of the facilities within the Depot that shall be in operation during execution of work.
- The Contractor shall ensure that no inconvenience will occur at the site and Employer's personnel.

1.10 Treatment of Existing Services

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

1.11 Damage to Services

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

1.12 Labour, Plant, Materials and Equipment

Only competent personnel that have been adequately trained by the Contractor shall execute work under this Contract. All tools, equipment and materials required shall be provided by the Contractor at his own cost.

Equipment and tools used to carry out the works shall be SABS approved of high quality, in working order and comply with the Specifications. All plant, tools and equipment shall comply with the requirements as stipulated in the National Environmental Management Act 107 of 1998 and Occupational Health and Safety Act 85 of 1998 and the Construction Regulation 2014 issued in terms of the Act. The Contractor shall ensure compliance with these specifications and if requested by the Employer, shall prove compliance at his own cost.

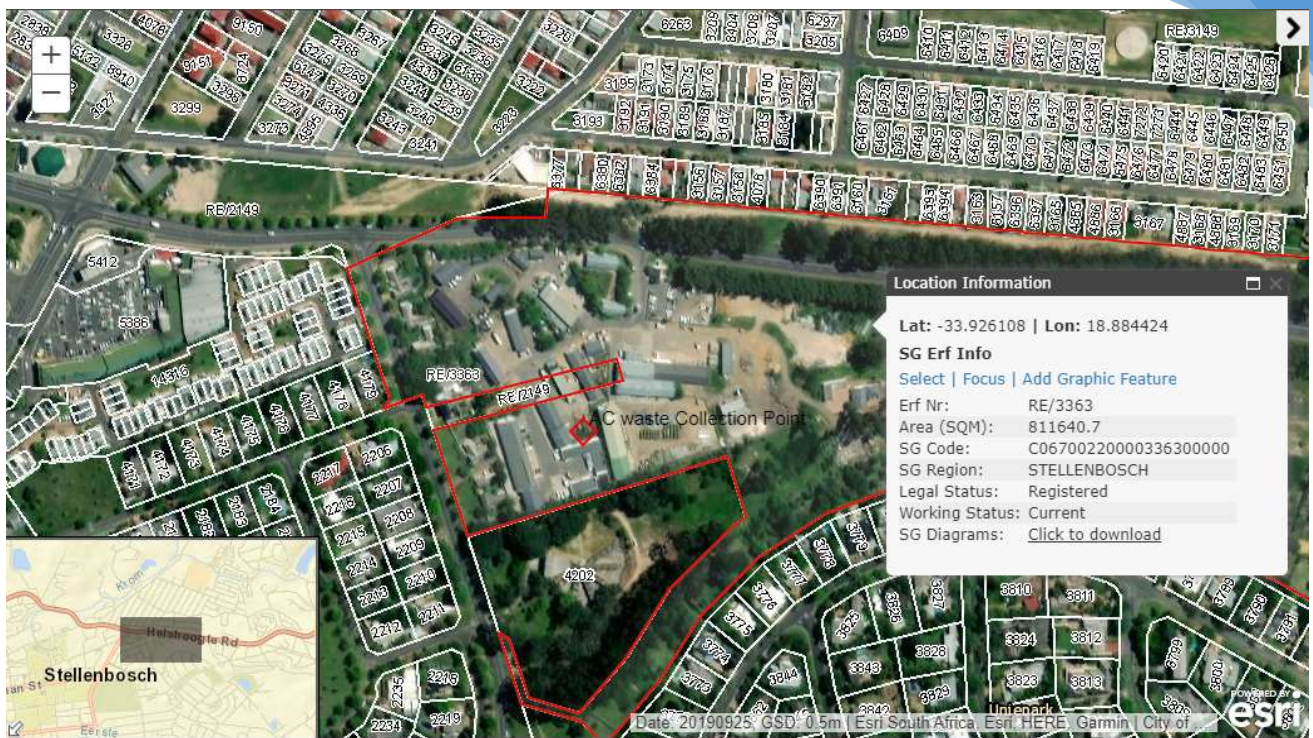


Figure 3: Beltana Depot, Erf 3363 / RE, Stellenbosch RD

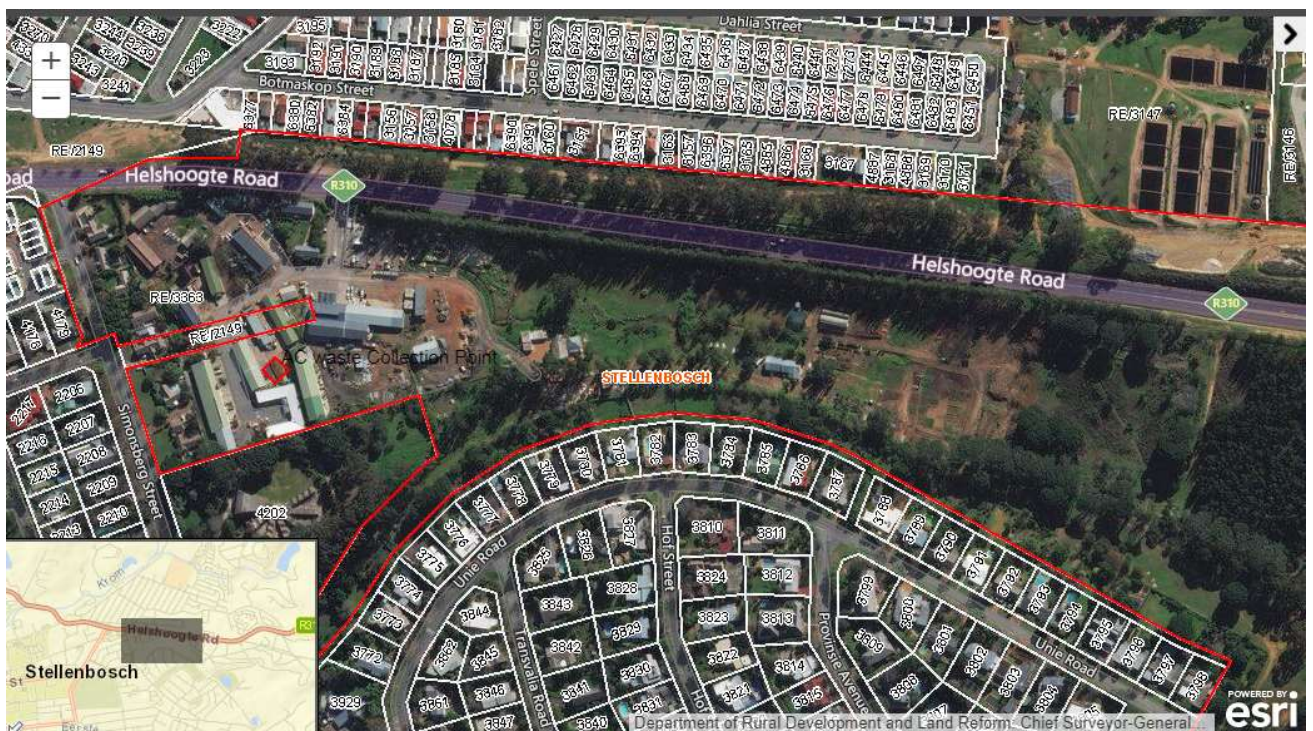


Figure 4: Aerial Imagery, Beltana Depot.

2. SCOPE OF WORKS

The scope of works requires the Contractor / Service provider to undertake the collection and disposal of hazardous waste (asbestos waste material from pipe bursts) from the Stellenbosch Beltana and La Motte Depots to Vissershok waste disposal landfill site. The services required include the following:

- The collection and disposal of a full hooklift steel waste bin containing asbestos waste material.
- Hazardous waste to be transported and disposed at Vissershok landfill site.
- Waste bin to be replaced and left on-site after each collection.
- Monthly rental of waste bins, minimum 6 m (meter) length, lined with PVC sheeting, complete with tarpaulin covers for transportation.
- Safe disposal of asbestos waste material at Vissershok disposal / landfill site in accordance with current approved legislations and best practices.

3. GENERAL

- 3.1 The Contractor shall, with due care and diligence, execute the Contract and complete the Works and/or Plant and/or other Deliverables and remedy any Defects therein in accordance with the entire Contract as defined, to the satisfaction of the Employer. When complete, the Deliverables shall be to the satisfaction of the Employer and fit for the purpose for which the Deliverables are intended as defined in the Contract.
- 3.2 The Contractor shall provide all staff, materials, Contractor's Equipment and all other requirements deemed necessary for the successful execution of the Contract and completion of the Works to the sole satisfaction of the Employer.
- 3.3 The Contractor shall give prompt written notice to the Employer's Representative, of any error, omission, fault or other defects in the specification for the Deliverables that the Contractor discovers when reviewing the Contract Documents or executing the Contract.
- 3.4 All works, where applicable to be completed according to SANS approved works.
- 3.5 Adhere to all safety requirements as prescribed by the Employer including though not limited, to the National Environmental Management Act, (No. 107 of 1998) Asbestos Regulations, 2001 and The Occupational, Health and Safety Act (Act 85 of 1993).
- 3.6 The contract will be awarded for a duration of 1 years from the date issued.
- 3.7 Bidders shall visit and familiarize themselves with the location and on-site conditions for services to be effectively delivered.
- 3.8 The tender validity period will be 60 days after closing date.

4. PROJECT SPECIFICATIONS

Throughout the contract documents the terms Scope of Works and Project Specifications are synonymous. The works set out in the Specifications below shall apply and are to be allowed for in the Rates. The specifications below must be complied with and clearly marked with an “X” in the **YES** column to serve as confirmation to the specification. If the bidder wants to deviate from the specification, it shall be marked in the **NO** column. The bidder shall supply a reason and include deviation details for not complying with the specification. Please note that a “**NO**” indication may have a negative effect on the evaluation of your offer, i.e. non-compliance

4.1 Minimum Requirements:		Please indicate with and “X” whether the offer complies with the requirements.		
		YES	NO	Comment
4.1.1	Mandatory Compliance with all requirements of the Occupational Health and Safety Act (Act No 85 of 1993) Asbestos Regulations. 2001, shall apply, specifically: -			
	a) All work shall be carried out by a Registered Asbestos Contractor as defined in the Regulations.			
	b) The service provider shall notify the Provincial Inspector in accordance with Asbestos Regulation 3.			
	c) The service provider shall provide (i) all persons exposed to asbestos with suitable protective clothing as per regulations 17 (1) and (ii) suitable respiratory protective equipment as per regulation 11(1)			
	d) The service provider shall submit proof of training for all employees as required in terms of Regulation 5.			
	e) The service provider shall ensure cleanliness of the site/premises that's to be services as set out in regulations 12.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	f) Service provider shall submit a Plan of Work to the Employer and to an Approved Asbestos Inspection Authority (AIA) not less than 30 days prior to the intended date of commencement of the work as required by Regulation 21 (1) (a).			
	g) The service provider shall submit the approved Plan of Work to the Employer and to the Provincial Inspector not less than 14 days prior to commencement of the work as required by Regulation 21 (1) (a).			
	h) The services provider shall provide written confirmation to the Employer on completion of the work that all asbestos waste has been removed in accordance with Regulation 21 (1) (b).			
	i) The service provider shall provide the Employer with a Certificate of Safe Disposal issued by an approved disposal facility as contemplated in Regulation 20.			
	j) The service provider shall adhere to regulations 19 for collection and transportation of asbestos waste material.			
	k) Service provider shall provide all employees with Personal Protective Equipment (PPE) and manage the use and disposal of such PPE in accordance with the requirements of Regulation 17.			
	l) Proof of company accreditation in terms of OHS requirements to handle and dispose of hazardous asbestos materials shall also be submitted. (including Department of Labour Asbestos Certification).			
4.1.2	Bin Specifications:			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	a) The container must be manufactured from materials that can resist effects of the material contained and that can withstand the physical methods used for the handling and the transportation of the containers. b) Robust Roll-on /- roll-off steel waste bin to be used for collection, transportation and disposal of asbestos waste material.			
	c) 6m minimum bin length, 15m ³ minimum volume			
	d) The sides must be minimum 3mm thick and suitably braced. Cross bracing is not acceptable as it restricts loading			
	e) All mechanisms shall comply with Industrial Standards for roll-on roll-off containers and haulage vehicles, and must be interchangeable with other containers within the contract. Hinges, locks and doors must be of an Industrial Standard.			
	f) Robust Roll-on /- roll-off steel waste bin should be lined with PVC sheeting, complete with tarpaulin covers for transportation.			
4.1.3	Roll-on Bin and Skip Maintenance:			
	a) The contractor shall be responsible for general maintenance of bins and skips to ensure the containers remain in good operational condition.			
	b) Rusted, damaged, unpainted and dirty containers will not be allowed and maintenance cost is for the contractor's account.			
	c) The contractor will ensure that there are always at least one (1 No.) bin available at approved site.			
	d) The number of bins per site may be adjusted or confirmed after 3 months of inception of the contract			
	e) The contractor shall ensure that containers, plant and equipment for use in this contract are kept clean and in good working order at all times.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
4.1.4	Operating Hours, Beltana & La Motte Depots:			
	a) Monday-Friday: 7h30 – 16h00			
4.1.5	Operational Imperatives:			
	a) The conditions for the operation and services provision are to minimise the risk of pollution and negative impact on the immediate environment.			
	b) Hazardous Waste must be securely contained during collection and transport to prevent risk to the environment.			
	c) The operation must be carried out so that pollution and degradation of the environment are avoided, or, where they cannot be altogether avoided, are minimised and remedied;			
	d) The conditions for the operation and service provision is to minimise the risk of pollution and negative impact on the immediate environment.			
	e) The removal and transport of hazardous waste must be of such a standard that odours, dust, flies, rodents and windblown contaminants and litter be effectively controlled and prevented.			
	f) To minimise the effect of windblown litter and dust, all filled containers are to be securely covered whether stationary or in transit.			
	g) Haulage loading vehicles for collection, transportation and disposal of hazardous waste shall be reliable registered and complies with relevant traffic regulations. (The National Road Traffic Act 93 of 1996).			
	h) When Hazardous Waste is transported, further labelling of bulk containers and placarding of the vehicle is also required. Labelling of hazardous substances must be done according to the SABS Code 0233.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	i) Operational imperatives / laws / control measures to be adhered to for the transportation of hazardous waste are The Hazardous Substances Act (Act 15 of 1973), The Occupational, Health and Safety Act (Act 85 of 1993) and Asbestos Regulations 2001.			
4.1.6	Operational Procedures:			
	a) Remove identified HAZMAT bins and skips from site as it becomes full and as instructed by the Employer and replace it with an empty waste bin.			
	b) Allowance shall be made for sufficient time to clean and wash down the container bay-area by the site operator.			
	c) Load bins identified for HAZMAT disposal onto the truck-and trailer units and properly secure the bin covers before transportation and/or temporary storage.			
	d) The contractor shall indicate his/her capacity to remove and dispose of hazardous waste bins within 24 hours of notification from Employer, during working hours.			
	e) Provide the capacity to replace broken down trucks and or trailers within 6hrs in the case of a mechanical breakdown.			
	f) Ensure the operations continue in all weather conditions.			
	g) Clean and wash the bins/containers and ensure that it is hygienic and free of waste by spraying with appropriate disinfectant and detergent before delivery back to site.			
	h) Ensure that vehicle wheels are washed, if necessary, by a landfill site operator, before leaving the disposal site.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	i) Observe and adhere to site rules at the municipal depots and disposal sites.			
4.1.7	Record Keeping:			
	a) The contractor shall keep accurate records of all trips, times and distances travelled, quantities of asbestos waste handled and dumped, (including volume, content, and category and registration details of each vehicle. b) The number of bins transported each day or as required/instructed. c) Records of accidents, breakdowns and stoppages during transportation.			
	d) The contractor shall provide and maintain files of work done for the duration of the Contract. All schedules, checklists, maintenance record, and monthly reports shall be filed, together with the information regarding jobcards, materials and equipment used for the works			
4.1.8	Haulage Manager:			
	a) The contractor shall appoint and provide full details of the Haulage Manager assigned to manage all aspects of the haulage operations.			
	a) The Haulage Manager must be contactable during normal operating hours as well as provide an after-hours contact number in the event of an emergency or problems that may arise.			
4.1.9	Contractors Resources:			
	a) The contractor is required to provide all plant, staff, tools, equipment, fuel, consumables and any other requirements deemed necessary for the successful operations of this contract.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	b) The contractor must state in the Tender Form at the time of tendering, the number, designations and qualifications of all staff to be utilised for this contract.			
	c) State the various types of plant and equipment to be utilised and the size and description. Colour pictures of specific equipment must be attached/included in the bid.			
	d) Colour pictures and specifications of bins intended for supply under this contract must be submitted as part of the bid document.			
4.1.10	Measurement and Payment:			
	a) This Contract is a rate tender and rates as per the Pricing Schedule shall apply.			
	b) The quantity of hazardous waste disposed shall be as per the Safe Disposal Certificate. Disposal site weighbridge measurement slips.			
	e) Within one week of receipt of a payment certificate from the Services Provider the Employer will review and approve the certificate and upon approval, the Service Provider will be required to submit a tax invoice showing the amount due for payment equal to that stated in the approved Service provider's certificate.			
	f) The Service Provider is also required to submit a report with each invoice that states the following: <ul style="list-style-type: none"> • Number of bins/skips collected during that period • The dates of each collection and disposal • The weight of hazardous waste dumped • Name and details of landfill site used for disposal • Copy of disposal certificate 			
	g) Approval of payment certificates will be subject to the Employer receiving a valid receipt or invoice for disposal of waste from the disposal facility.			

4.1 Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
	h) The Service Provider shall address the TAX invoice to: Stellenbosch Municipality and Include on each invoice the following information: <ul style="list-style-type: none"> • Name and address and contact details of the Service provider and Service Provider Manager • The contract number and contract title • The latest official order number issued for the contract • The Employer's VAT registration number • Service Provider's VAT registration number • Description of services provided for each item invoiced based on the pricing schedule • A valid copy of the invoiced received for dumping at the appropriate landfill site • Total amount invoices excluding VAT. • Total amount invoiced including VAT (if applicable) 			
4.1.11	Penalties for Non-Removal of Waste Bins and Containers:			
	a) The contractor will remove the full bin within 3 days after receipt of instruction of waste removal from the Employer.			
	b) Failure to comply with the aforementioned time frames, will result in the following penalties: <ul style="list-style-type: none"> • 10% reduction of applicable billed rates after 5th day • 20% reduction of applicable billed rates after 6th day • 50% reduction of applicable billed rates after 8th day • Work will be carried out by Others at the cost of the Service Provider if more than 10 days 			

4.2 HEALTH AND SAFETY SPECIFICATION

PHS 01 DOCUMENT PURPOSE AND INTEND

The purpose of this document is to provide clear health and safety specifications as well as terms & conditions for the collection, transportation and disposal of hazardous waste from the Stellenbosch,

Beltana & La Motte Depots. This site is to be serviced to the applicable performance standards as well as works to comply with current regulatory requirements and standards of best practice that relates to the works during the contract term.

4.2.1 The specifications contained in this document relate to the health and safety requirements pertaining to the associated works of the aforementioned construction site, so as to ensure the health and safety of persons on all aspects of the work pertained to this contract.

4.2.2 Compliance to the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations shall not be limited to the specifications and definitions contained in this document.

4.2.3 A comprehensive, documented Health & Safety Plan (H&S Plan) is to be drawn up based on the specifications provided, and presented to the agent for approval prior to commencement of work / together with the tender documents.

4.2.4 Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the H&S Plan(s) of the Principal Service Provider and Service Providers.

PHS 02 APPLICATION AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- Occupational Health and Safety Act (Act 85 of 1993).
- All regulations published in terms of the Occupational Health and Safety Act.
- Asbestos Regulations, 2001
- Contract Documents
- National Environmental Act (107 of 1998)
- Health and Safety Specification for the provision of construction services.
- Minimum requirements for the handling, classification and disposal of Hazardous Waste, DWAF, Second edition, 1998.

Definitions

The following definitions from the Occupational Health and Safety Act are listed as follows:

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Means anything which may cause injury or damage to persons or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

Healthy

Means free from illness or injury attributable to occupational causes.

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

Plant

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

Properly Used

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

Reasonably Practicable

Means practicable having regarded to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk.
- (c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk

Means the probability that injury or damage will occur.

Safe

Means free from any hazard.

Standard

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 993 (Act No. 29 of 1993); OR
- (b) In any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

PHS 03 RISK ASSESEMENT

Risk assessments of all required activities shall form an integral part of the H&S Plan.

PHS 04 SAFE WORK PROCEDURES

The approved Contractor must prepare a Health & Safety Plan (H&SP) to address and manage all applicable sources of risks for service to be provided. The Contractor shall incorporate these risks into the H&SP for the execution of the entire contract works. Should any additional risks be identified in the course of the contacted work, such risks must be assessed and addressed in amended H&SP which must then be submitted to the Employer for approval.

The specifications relating to health and safety requirements are subject to the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations thereunder. The monitoring and compliance on site as well as during transportation shall be to the requirements of the Occupational Health and Safety Act. The Municipality reserves the right to itself to request the service provider to submit a detailed Health and Safety Plan should same be necessary.

The specifications relating to environmental management requirements are subject to the provisions of the National Environmental Management Act (Act 107 of 1998) and the Regulations thereunder. The Municipality reserves the right to itself to request the service provider to submit a detailed written submission setting out the method the service provider proposes using to carry out the activity set out in this tender with regard to materials handling, use, storage and transportation.

Safe Work Procedures for the following activities are to form part of the H&S Plan:

- Working at an active municipal depot and amongst the Employer's personnel, equipment and infrastructure.
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards.
- Procedures for compliance with all requirements of the OHS Act and other applicable legislations / acts / laws / policies.
- Undertaking and procedure to stop any work which endangers the safety or health of any person.
- Systems for recording and reporting of incidents.

The following table provides information on factors to be taken into account when the risk assessments and Safe Work Procedures are compiled:

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Posture	Stress
Vibration	Dusts	Fungi	Movement	Work pressure
Ionising radiation	Fumes	Bacteria	Repetitive tasks	Monotony
Non-ionizing radiation	Fibres	Viruses		Un-sociable hours
Health and cold	Mists			Ergonomically
Electricity	Gasses			
Pressure	Vapours			

System	Stress/Agency	Illness/Disease
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures Whole body vibration	Muscular pain syndromes Ténosynovites Bursitis Osteoarthritis
Sensory	Noise	Hearing loss
Skin	Cement (chromates), rubber Thinners, epoxies Tar, pitch Solar radiation	Allergie contact dermatites Irritant contact dermatites Acne, Skin cancer Keratosis, Cancer
Respiratory	Silica Asbestos Spray-paints, woods, epoxies Irritant dusts, welding fumes	Silicosis, TB, Asbestosis, Cancer Asthma Bronchites
Psychosomatique	Physical stress Psychosocial stress	Head aches Dépression Fatigue Substance abuse
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood disorder, Dementia

PHS 05 AGENT HEALTH AND SAFETY INSTRUCTION REGISTER

5.1 The agent will keep on site an Agent Health and Safety Instruction Register.

5.2 The Principal Service Provider shall be required to sign the register at the end of each day to acknowledge any instructions issued.

PHS 06 HAZARDOUS BIOLOGICAL AGENTS (HBA)

6.1 The conducting of Risk Assessments specifically aimed at exposure to HBA which shall include the following:

- Nature and dose of HBA
- Where HBA may be present and in what physical form
- The nature of work, process

- Steps in the event of failure of control measures
- The effects of the HBA
- The period of exposure
- Control measures

PSEM4-1 METHOD STATEMENTS

Any Method Statement required by the Employer shall be produced within such reasonable time as the Employer shall specify. The Service Provider shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Employer. Such approval shall not unreasonably be withheld.

The Employer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Service Provider shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Service Provider from any of his obligations or responsibilities in terms of the Contract.

IMPLEMENTATION TIMETABLE / PERFORMANCE MEASUREMENT

The Service Provider's performance shall be measured according to the following criteria:

a. Response Time

After a request to remove bins containing hazardous AC waste has been logged and forwarded to the Service Provider, the Service Provider shall be expected to minimise the response time attend to the matter to the satisfaction of the Employer.

If the Service Provider does not respond within the maximum allowed response time, namely a maximum of 3 days (excludes weekend days, namely Saturday and Sunday), the Employer may induce a reduced payment as per the table below, or may arrange, at the cost of the Service Provider, for the necessary services to be carried out by others.

If the Service Provider is not able to execute the services with the maximum allowable response time, it shall be his responsibility to obtain extension of time from the Employer. The written report shall clearly state the reasons for the extension, as well as the actual extension required.

b. Extension of down-time will only be granted by the Employer for:

Unforeseen circumstances that prevents the Service Provider from carrying out his business as normal. Such circumstances may include a national strike, or an unscheduled public holiday.

If the actual response time exceeds the maximum allowable response time, the Service Provider shall be liable to a payment reduction for the difference between actual response time and maximum allowable response time. This is reflected in the table below:

MAXIMUM ALLOWABLE RESPONSE TIME	ACTUAL RESPONSE TIME	PAYMENT REDUCTION IF EXCEEDED
3 days (excludes weekends, namely Saturday and Sunday),	3 days or less	No Payment reduction
	5 days	10% reduction of applicable billed rates
	6 days	20% reduction of applicable billed rates
	10 days	50% reduction of applicable billed rates
	More than 10 days	Work will be carried out by Others at the cost of the Service Provider

PRE-QUALIFICATION AND EVALUATION CRITERIA**PRE-QUALIFICATION SCORE SHEET****PRE-QUALIFICATION AND EVALUATION CRITERIA:**

Bids will be evaluated in term of the Municipality's Supply Chain Management Policy. Please refer to SECTION 7: INFORMATION TO BE PROVIDED BY THE TENDERER.

Proof of Bidders Asbestos Accreditation Certificate and Plan of Works / Methodology are compulsory requirements and shall be submitted with this bid. Bidders who do not comply will be deemed Non-Responsive and will not be considered for further evaluation.

ITEM	PRE-QUALIFICATION	CRITERIA	Compliance Yes/ No
1.	Certification in terms of OHS and Asbestos Regulations	Asbestos Accreditation Certificate	
2.	Plan of Work / Methodology	Methodology and indication of how the bidder's resources (e.g. transportation, equipment, staffing, OHS and operations) will be utilized.	

INFORMATION TO BE PROVIDED BY THE TENDERER

The following information is to be provided by the tenderer for functionality scoring evaluation.

- 1) Proof of Bidders Asbestos Accreditation Certificate shall be submitted with this bid. Bidders who are not Register Asbestos Contractors, in good standing with the Department of Labour will be deemed Non-Responsive and will not be considered for further evaluation.
- 2) Steel bin specifications, dimensions and colour pictures of typical waste bins, intended for supply under this contract, must be submitted as part of the bid document.
- 3) Plan of Works, Methodology, HS and shall be submitted

Note: It should be noted that the service will commence in 2020/2021 financial year.

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....

Name (print)

.....

Signature

.....

Capacity

.....

Date

In the event of any deviation from the minimum specifications, the bidder must attach details thereof to this bid document.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder:	Quotation number:
Closing Time:	Closing Date:

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE							
				1 calendar year from award			
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (excl. VAT)	RATE (incl. VAT)		
1	BELTANA DEPOT: SUPPLY, COLLECTION, REMOVAL AND DISPOSAL OF WASTE BINS FOR HAZARDOUS ASBESTOS CONTAINING WASTE						
1.1	<i>Painted steel waste bin, (volume 15m3, minimum length 6m) :</i>						
	a) Supply and delivery bin at Beltana Depot	No.	1				
	b) Monthly rental and maintenance cost per bin with lid	month	1				
	c) Disposal of asbestos containing waste at Vissershok	ton	1				
	d) HAZMAT handling, removal and transportation per bin	Sum	1				

				1 calendar year from award			
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (excl. VAT)	RATE (incl. VAT)		
1	LA MOTTE DEPOT: SUPPLY, COLLECTION, REMOVAL AND DISPOSAL OF WASTE BINS FOR HAZARDOUS ASBESTOS CONTAINING WASTE						
1.1	<u>Painted steel waste bin, (volume 15m3, minimum length 6m) :</u>						
	a) Supply and delivery bin at La Motte Depot	No.	1				
	b) Monthly rental and maintenance cost per bin with lid	month	1				
	c) Disposal of asbestos containing waste at Vissershok	ton	1				
	d) HAZMAT handling, removal and transportation per bin	Sum	1				

NB:

Stellenbosch Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budget, R200 000 threshold applicable.

Note: All cost must be included in price, and prices must be firm for the duration of the project within the above-mentioned threshold.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- | | | |
|---|---|----------------|
| - | Does offer comply with specification? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Is price firm for duration of contract | *YES/NO |
| - | Period required for service delivery | |

VALUE ADDED TAX

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**

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

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The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

(*Mark with "X" where applicable)

Items to be checked	Yes	No	Comments
1. Completed and signed MBD 1			
2. Authority to sign bid			
3. Completed the pricing schedule (MBD 3.1)			
4. Completed and signed declaration of interest (MBD 4)			
5. Completed and signed declaration in order to claim preference points (MBD 6.1) and attached a certified copy or original B-BBEE certificate			
6. Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
7. Completed and signed certificate of independent bid determination (MBD 9)			
8. Completed and signed certificate for municipal services and payments to service providers and attached a copy of your municipal account which is not older than 90 days			
9. Signed declaration for understanding and complying with technical specifications			
10. Bidder to initial every page of this bid document			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....
Name (print)

.....
Signature

.....
Position

.....
Date