

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 47/22 OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES AT STELLENBOSCH AND JAMESTOWN INFORMAL SETTLEMENT PERIOD ENDING 30 JUNE 2025

TENDER NUMBER: **BSM 47/22**
DESCRIPTION: **OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES AT STELLENBOSCH AND JAMESTOWN INFORMAL SETTLEMENT PERIOD ENDING 30 JUNE 2025**
CLOSING DATE: **09 May 2022**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.**

INFORMATION:

Tender Specifications: Dzino Mutyorauta (021 8088705); email: dzino.mutyorauta@ Stellenbosch.gov.za

SCM Requirements: Jeanette Williams (021 8088524); email: Jeanette.Williams@ Stellenbosch.gov.za

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

A Compulsory virtual Meeting will be held on **21 April 2022 at 10:00** via Microsoft Teams. Tenderers must ensure to download the App and give Dzino Mutyorauta at dzino.mutyorauta@ Stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior (**19 April 2022 at 10:00**) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with “**BSM 47/22 OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES AT STELLENBOSCH AND JAMESTOWN INFORMAL SETTLEMENT PERIOD ENDING 30 JUNE 2025,**” clearly endorsed on the envelope, must be deposited in the Tender box outside the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification as depicted in the document and also the **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
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 201.00 per document.***

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 47/22: BEDRYF EN INSTANDHOUDING VAN OPENBARE ABLUSIEGERIEWE BY STELLENBOSCH EN JAMESTOWN INFORMELE NEDERSETTINGS: TYDPERK EINDIG 30 JUNIE 2025

TENDER NOMMER: B/SM 47/22

BESKRYWING: BEDRYF EN INSTANDHOUDING VAN OPENBARE ABLUSIEGERIEWE BY STELLENBOSCH EN JAMESTOWN INFORMELE NEDERSETTINGS: TYDPERK EINDIG 30 JUNIE 2025

SLUITINGSdatum: 9 Mei 2022

TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

NAVRAE:

Tender spesifikasies: Dzino Mutyorauta (021 8088705); epos: dzino.mutyorauta@stellenbosch.gov.za

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Kantoor Ure: 08h00-15h30

'n Verpligte virtuele vergadering sal gehou word op 21 April 2022 om 10:00 via die Microsoft Teams. Tenderaars moet toesien dat hulle die "App" aflaai en Dzino Mutyorauta dzino.mutyorauta@stellenbosch.gov.za minstens 48 uur (19 April 2022 om 10:00) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëde tenders duidelik gemerk: " BSM 47/22 BEDRYF EN INSTANDHOUDING VAN OPENBARE ABLUSIEGERIEWE BY STELLENBOSCH EN JAMESTOWN INFORMELE NEDERSETTINGS: TYDPERK EINDIG 30 JUNIE 2025 op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies soos vervat in die tender dokument asook die Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

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

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

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van R201.00 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)
MUNISIPALE BESTUURDER



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 47/22

**OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES AT
STELLENBOSCH AND JAMESTOWN INFORMAL SETTLEMENT PERIOD
ENDING 30 JUNE 2025**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 64):	
BBBEE LEVEL	

APRIL 2022

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Dzino Mutyorauta
Principal Technician Water &
Water Services**

Tel. Number: **021 808 8705**

1. TENDER NOTICE & INVITATION TO TENDER

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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 47/22	CLOSING DATE:	9 May 2022	CLOSING TIME:	12:00
DESCRIPTION	OPERATIONS AND MAINTENANCE OF PUBLIC ABLUTION FACILITIES AT STELLENBOSCH AND JAMESTOWN INFORMAL SETTLEMENT PERIOD ENDING 30 JUNE 2025				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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. 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	Dzino Mutyorauta
CONTACT PERSON	JEANETTE WILLIAMS	TELEPHONE NUMBER	021 808 8705
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Dzino.mutyorauta@stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....
.....
.....



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



2. CHECKLIST

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

Certificate of 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 CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	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?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

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

NB: Please note that no latecomers will be allowed.

*For all compulsory virtual teams' meetings, bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting, will be regarded as **non-compliant***



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. 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.
- 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 purchase 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 wilful 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 will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....

11. SPECIAL CONDITION OF CONTRACT

Settlement of Disputes:

Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.

Arbitration

Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).



The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).

The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position.

The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	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 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“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;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

90/10

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

P_{min} = Price of lowest acceptable bid

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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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.



8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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 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:			



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

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

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



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



- 5.2. 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 must be submitted with this tender.

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. DESCRIPTION OF THE WORKS:

1.1 Employer's Objectives

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

1.2 Overview of the Works

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

1.3 Extent of the Works

The Works require a contractor to clean in and around existing shared water points, wash basins and ablution facilities, do plumbing work and general maintenance if and when required, to ensure the optimal operation of these shared facilities. The intended cleaning and maintenance work shall be undertaken on a daily basis (including weekends) for a continuous period ending 30 June 2025.

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

1.4 Site Location

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

1.5 Site Facilities

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

PRINT NAME:			
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1.6 Water Supply

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

1.7 Electricity

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

1.8 Staff Housing

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

1.9 Site Maintenance and Record Keeping

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

The Contractor shall provide and maintain hard-cover A4 maintenance files of work done for the duration of the Contract. All schedules, checklists, maintenance record, and monthly reports shall be filed, together with the information regarding materials used for repairs and maintenance. Damages and breakages not included in the scope of works of the Contract, but that may impact services delivery on site, shall be reported to Water Services as soon as the Contractor becomes aware of it. (I.e. structural damages, roof repairs, etc.)

1.10 Access to Properties and Infrastructure

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

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

1.11 Treatment of Existing Services

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

1.12 Damage to Services

The Contractor shall ensure that his employees do not interfere with, or cause damage to any existing services that may or may not hinder the operation of the Works and he shall instruct

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them to refrain from entering areas where they are not required to carry out any work related to the contract.

1.13 Labour, Plant, Materials and Equipment

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

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

1.14 Contractor's Responsibility in terms of the OHS Act

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

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

2. SCOPE OF WORKS:

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

A. KAYAMANDI

- 1) Fourteen (14) ablution buildings south of Vineyard Street
- 2) Eleven (11) x Kayaloos in Watergang
- 3) Five (5) x Kayaloos and prefab toilets (5) in Zone O
- 4) Ten (10) prefab toilets in Zone A
- 5) Four (4) ablution buildings in Zone J
- 6) Ten (10) prefab toilets in Zone K
- 7) Four (4)) prefab toilets in Zone P
- 8) Thirteen (13) x Kayaloos in Nkanini
- 9) Four (4) ablution buildings in Mdala Street
- 10) Two (2) ablution buildings in Mengo Street
- 11) Two (2) ablution buildings in Second Avenue
- 12) One (1) ablution building in Bassi Street
- 13) One (1) ablution building in Chris Hani Street
- 14) Two (2) x Kayaloos in Slabtown under bridge

PRINT NAME:			
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- B. Mountainview, JAMESTOWN**
- 1) Forty (40) prefab toilets informal settlement
 - 2) All washing areas
 - 3) All standpipe areas
- C. DEVON VALLEY (STELLENBOSCH WWTW)**
- 1) Eight (8) prefab toilets informal settlement
- D. JONKERSHOEK**
- 2) Nine (9) prefab toilets informal settlement

Please Note:

- 1) Should additional ablution facilities be erected by The Municipality within the areas as indicated above, it will be expected that the appointed Contractor include these facilities under this Contract. Allowance for these additional services will be covered under "Rate only" items in the Pricing Schedule.
- 2) A "kayaloo" is defined as a pre-fabricated metal ablution facility.

3. PARTICULAR SPECIFICATIONS

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

3.1 Applicable Standards for the Execution of the Works

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

- 3.1.1 All unskilled workers must come from the area serviced by the specified ablution facilities. Unskilled local labour shall be 100% local labour (E.g. the labourers employed for cleaning of toilets in Zone O, Kayamandi shall be people that live in Zone O, Kayamandi, etc).
- 3.1.2 Semi-skilled / skilled labour appointment shall be 50% local labour.
- 3.1.3 Two Community Liaison Officers (CLO's): one for Kayamandi and one for Jamestown must be appointed by the contractor for liaison between the contractor and the community for the duration of the contract.

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- 3.1.4 All Works shall be carried out in full compliance with the National Building Regulations and SABS Codes and Practices and also in accordance with good engineering practice.
- 3.1.5 The appointed Contractor will be responsible to ensure that work quality is in accordance with the specified standards.

3.2 Supply of Materials

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

4. LOCAL CONTENT

- 4.1 Not applicable.

5. GENERAL:

- 5.1 The duration of the project will be for a contract period ending 30 June 2025, envisaged to commence from ***** (earliest date of finalization of SCM appointment process).
- 5.2 Bidders shall visit and familiarize him/herself with the location, conditions, size and layout of the sites and facilities to be serviced.
- 5.3 A compulsory site meeting will be held on via The Microsoft Teams platform. Prospective service providers should register for the meeting and a link will be issued. The closing date for this tender is **9 May 2022 at 12h00**

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6. PROJECT SPECIFICATIONS:

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

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

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

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ITEM NO.	PROJECT SPECIFICATIONS STELLENBOSCH AND JAMESTOWN ABLUTIONS	YES (X)	NO (X)
	(k) Repair channels in and around ablution (l) Remove debris, mud and sand caused by erosion after heavy rains (m) Repair, hang new doors supplied by Municipality (n) Repair perimeter fences		
4.	Bidders will comply with OHS regulations in particular Regulations H of RHBA and Regulation 2 of ESR and provide all protective clothing and equipment as prescribed by the legislation and the following are a few examples of typical items: <ul style="list-style-type: none"> a) 2 x Overalls per year b) 1 x reflective safety bib c) 1 x pair of safety shoes and/or gumboots. d) 1 x rain suit e) 1 x pair of protective gloves every 3 months as required f) any other PPE deemed necessary for successful execution of the work and protection from site conditions. 		
5.	Working days, Monday to Friday from 08H00 to 17H00. (32 people) Saturday and Sunday, 6 (six) hours per day, starting from 08H00 to 14H00.		
6.	General workers must be a total of thirty (30) workers and a total of two (2) handymen with at least 3 years relevant plumbing experience, must not be paid less than minimum wage as per the latest Government Gazette. Any quotation that is less than the minimum wage prescribed in the latest Government Gazette will not be considered.		
7.	At least 2 x experienced handymen with minimum 3 years relevant plumbing experience shall be on site as per working days and hours prescribed in Item 5 and will perform the following functions: <ul style="list-style-type: none"> (a) supervise workers/ cleaners (b) do necessary plumbing repairs and replacements (c) other construction to accommodate sewage, grey water and storm water (d) installation of new standpipes and washing areas All construction will be coordinated by Water Services representatives. (Refer to items 3 and 5 above)		
8.	Provide proof of Handymen's previous work experience. CV's of both handymen must be attached. (Refer to section on MANDATORY INFORMATION TO BE PROVIDED BY THE BIDDER)		

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



ITEM NO.	PROJECT SPECIFICATIONS STELLENBOSCH AND JAMESTOWN ABLUTIONS	YES (X)	NO (X)
9.	<p>Bidders are expected to provide a cost breakdown on request by Employer, in terms of:</p> <ul style="list-style-type: none"> (a) Labour (b) Equipment (c) Plant and; (d) Transportation (e) CLO <p>Labour quotations that are less than the minimum wage prescribed in the latest Government Gazette will not be considered. Bidder shall attach a calculation guideline to support calculation for labour wages (i.e. latest Government Gazette and/or Industrial Council extract.)</p> <p>Refer to Pricing Schedule</p>		
10.	All tools and equipment should be supplied by the tenderer and will be required to adhere to the Occupational Health and Safety Act (Act No. 85 of 1993)		
11.	Provide proof of Occupational Health and Safety compliance documentation and keep a safety file for duration of the contract.		
12.	Chemical usage for cleaning:		
12. (a)	<p>The successful bidder shall provide a report on the utilization of chemicals to Stellenbosch Municipality on a monthly basis.</p> <ul style="list-style-type: none"> a) All cleaning material and chemicals should be provided and included in the rates and should be of at least similar, or else better quality, than those used by Stellenbosch Municipality and must be SABS approved. b) Provide the names, specifications, application and quantities of chemical intended for use on this project. Also consider the following instructions when purchasing chemicals: <ul style="list-style-type: none"> • Typical chemical should be highly concentrated deep cleaner, disinfectant and deodorizer • It must be able to destroy germs whilst the strong cleaning action removes even the most obstinate urine stains and rusted-iron water marks • Datasheets must be attached for evaluation purposes. • Where such chemicals are mentioned in the Regulations for 		

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



ITEM NO.	PROJECT SPECIFICATIONS STELLENBOSCH AND JAMESTOWN ABLUTIONS	YES (X)	NO (X)																				
	<p>Hazardous Chemicals Substances, then these regulations will be adhere to.</p> <p>Typical composition should be:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th>Substance</th> <th>Cas #</th> <th>UN #</th> <th>Risk Phrases</th> <th>Safety Phrases</th> </tr> </thead> <tbody> <tr> <td>Benzalkonium cl derive and or;</td> <td>63449-41-2</td> <td>3267</td> <td>R22, 34, 50</td> <td>S: (2), 36, 37, 39, 45, 61</td> </tr> <tr> <td>Phosphoric acid and or;</td> <td>7664-38-2</td> <td>1805</td> <td>R34</td> <td>S:(1/2), 26, 45</td> </tr> <tr> <td>Hydrochloric acid</td> <td>7647-01-0</td> <td>1050</td> <td>R23, R35</td> <td>S: (1/2), 36, 37, 39, 45</td> </tr> </tbody> </table> <p><u>Risk and Safety description</u></p> <ul style="list-style-type: none"> • R22 Harmful if swallowed • R23 Toxic by inhalation • R34 Causes burns • R35 Causes severe burns • R50 Very toxic to aquatic organisms • S1 Keep locked up • S2 Keep out of reach of children • S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice • S36 Wear suitable protective clothing • S37 Wear suitable gloves • S39 Wear eye/face protection • S45 In case of accident or if you feel unwell, seek medical advice immediately and show the label where possible • R61 Avoid release into the environment <p>Bidder to provide the name, data sheets, chemical specifications and application ratios for chemicals intended for use, as part of the methodology requested.</p> <p>Any bid that is submitted without these attachments will be considered NON-COMPLIANT and will not be considered.</p>	Substance	Cas #	UN #	Risk Phrases	Safety Phrases	Benzalkonium cl derive and or;	63449-41-2	3267	R22, 34, 50	S: (2), 36, 37, 39, 45, 61	Phosphoric acid and or;	7664-38-2	1805	R34	S:(1/2), 26, 45	Hydrochloric acid	7647-01-0	1050	R23, R35	S: (1/2), 36, 37, 39, 45		
Substance	Cas #	UN #	Risk Phrases	Safety Phrases																			
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Hydrochloric acid	7647-01-0	1050	R23, R35	S: (1/2), 36, 37, 39, 45																			

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



ITEM NO.	PROJECT SPECIFICATIONS STELLENBOSCH AND JAMESTOWN ABLUTIONS	YES (X)	NO (X)
12 (b)	It is expected that the Contractor must use at least 5 litres of a diluted chemical per small block and minimum 10 litres per large block when cleaning on a daily basis. Regular use will result in toilets and ablution blocks being clean, germ free and pleasant smelling. In extreme cases the dilution ratios should be modified to suit required application and cleaning.		
12 (c)	Proof of chemical purchase and usage must be provided to Municipal Representative before monthly payment can be authorized.		
13.	List of all employees with proof of their personal documents and attendance registers must be submitted before monthly payments can be authorized.		
14.	The typical plumbing repairs and replacements as per item 3 must be performed by the Handymen on site but this does not limit them from attending to other possible repairs on site as and when required. Note that if same personnel are used, no additional cost will be applicable.		
15.	The rates provided for Transportation shall include allowance for all associated duties to be performed at all sites and also include visits to BELTANA municipal depot, situated off Helshoogte Pass, Stellenbosch, to report damages and collect plumbing materials for repair and maintenance purposes, on a daily basis.		
16.	The Contractor shall take readings of existing water meters at each ablution facility where a water meter is installed and shall report reading to Stellenbosch Water Services on a monthly basis. The cost here-of shall be allowed for in the rates.		
17.	The service required is envisaged for a continuous contract period as stipulated in the bid, but can be terminated within 30 calendar day's written notice by Stellenbosch Municipality, should the Contractor make him/herself guilty of breach of contract.		
18.	Penalties for non- performance will be calculated and subtracted on the following basis:		
18.1	Actions and repairs listed in item nr. 3 will have a maximum down time allowed of seven days. Exceeding this limit will result in a reduction of R500 per day for the first 3 days and R1000 per day thereafter.		
18.2	Informal inspections may be held on a daily basis to inspect all actions listed under Item nr. 2 and 3 are carried out. These inspections will be carried out after 11h00 to allow enough time for cleaning. Exceeding a total of five unsatisfactory inspections per month and failure to perform actions listed under Item nr. 2 and 3 will result in a penalty of R2500 per cycle for that specific month. Non-performance could result in more than one cycle per month and more than one penalty of R2500.		

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



ITEM NO.	PROJECT SPECIFICATIONS STELLENBOSCH AND JAMESTOWN ABLUTIONS	YES (X)	NO (X)
19.	The Contract will be deemed to be breached if the appointed Contractor fails to comply with one or more of the requirements listed in the specifications.		
20	The following information must be provided for pre-qualification evaluation of this bid. Refer to PRE-QUALIFICATION EVALUATION section, MANDATORY INFORMATION under the following:		
20.1	Resource availability and methodology (a) Key Personnel CV's: (b) Transport (c) Tools and Equipment (b) Methodology		
20.2	Previous experience: (a) Proof of similar services to this municipality, other local authorities/ municipalities or organizations.		
20.3	Company/ Bidder residency and or office location a) The bidder must have a local office in Stellenbosch or Jamestown, and shall provide proof of Company/Bidder office addres. b) The Service provider must be able to attend to enquiries and callouts and be able to respond to the designated site problem immediately.		

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



17. PRE-QUALIFICATION SCORE SHEET

MANDATORY INFORMATION TO BE PROVIDED BY THE BIDDER:

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

PRE-QUALIFICATION TECHNICAL EVALUATION		
DESCRIPTION	COMPLIANCE	
	YES (X)	NO (X)
7.1 EXPERIENCE OF KEY STAFF: (Handymen/Supervisor CV's) refer to applicable scheduled to complete below		
<p>Bidder must have at least two (2) handymen with minimum 3 years plumbing experience. CV's that include at least two (2) contactable references and a copy of their certifications (if any) must be submitted with the tender document. The CV structured under the following guideline headings:</p> <p>a) Personal particulars</p> <ul style="list-style-type: none"> • Name • ID number • Date and place of birth • Highest level of education • Place (s) of tertiary education and dates associated therewith <p>b) Name of current employer and position in enterprise</p> <p>c) Contactable references including contact numbers</p> <p>d) Overview of experience (year, organization and position)</p> <p>e) Outline of assignments / experience that has a bearing on the scope of work (knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.)</p> <p>f) Qualifications (degrees, diplomas, training certificates and grades of membership, if any)</p>		
7.2 TRANSPORTATION: refer to applicable scheduled to complete below		
The tenderer must have access to a utility vehicle "bakkie", for use in this contract and must indicate availability of such a vehicle.		
7.3 TOOLS AND EQUIPMENT: refer to applicable scheduled to complete below		

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



<p>The Bidder shall provide a list of equipment required for minor repairs, plumbing, cleaning and maintenance of public ablution facilities, in order to assess the bidder's capability and capacity to provide service and maintenance of ablution facilities within the Stellenbosch jurisdiction. Estimate the quantities and provide proof or guarantee that the equipment will be available immediately when the tender is awarded.</p>		
<p>7.4 METHODOLOGY</p>		
<p>Bidders must indicate what resources (human and others) that they have available and intend allocating to this project, and on what basis, if successful. This will include the required staff as per item no.6 & 7 of the specification, equipment to perform the required work on site and transport to be used to collect material at BELTANA Depot for all minor repairs. Bidders must provide or describe the cleaning procedure (methodology) that they will follow when cleaning these ablution blocks, the Data Sheets of chemical intended for used shall be submitted and specifications and application must be provided.</p> <p><u>Methodology should include:</u></p> <ul style="list-style-type: none"> • Daily work procedures will include every day to "do list". • Administration including attendance registers, daily inspection sheets, fault reporting, bookkeeping of materials used etc. • Application of chemicals, chemical specifications, dilution ratios, quantities to be used etc. • Schedule of available resources (e.g. list of all cleaning equipment, number of operational staff, including general workers, handymen/supervisor, vehicles to be utilized, etc.) 		
<p>7.5 BIDDERS EXPERIENCE refer to applicable scheduled to complete below</p>		
<p>a) Bidders must be able to demonstrate competency and have at least 3 years relevant experience in general cleaning and maintenance.</p> <p>b) Have at least 1 year relevant experience in relation to the specific scope of works and site conditions.</p> <p>c) Bidder shall briefly describe his or her experience in similar work performed and complete the Schedule of Company Experience, listing all contracts of a similar nature that have been successfully completed in the past 5 years or that are underway at present.</p> <p>d) Proof of contactable references must accompany each proposal.</p>		
<p>7.6 BIDDERS LOCAL OFFICE ADDRESS AND OR PROOF OF LOCAL RESIDENCY</p>		
<p>a) The bidder must have a local office in Stellenbosch or Jamestown and shall provide proof of Company/Bidder office address.</p> <p>b) The Service Provider must be able to attend to enquiries and callouts and be able to respond to the designated site problem immediately.</p>		

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	


18. EXPERIENCE OF KEY STAFF (HANDYMEN / SUPERVISOR)

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

HANDYMEN/SUPERVISOR No. 1	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED
HANDYMEN/SUPERVISOR No. 2	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



SCHEDULE OF TOOLS, 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.

1. DETAILS OF TOOLS, PLANT AND EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2.DETAIL OF TOOLS, PLANT AND EQUIPMENT THAT WILL BE HIRED OR ACQUIRED FOR THIS CONTRACT IF MY / OUR BID IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



20. 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.

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



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

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

Attach additional pages if more space is required.

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

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



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

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

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

Attach additional pages if more space is required.

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

NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



23. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

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:

Pricing Instructions

- 1.1. Offer to be valid for 180 days from the closing date of bid.
- 1.2. Prices must be fixed for the pricing periods specified.
Applicable Pricing Periods are;
 - Year 1 = current date to 30 June 2023
 - Year 2 = 1 July 2023 to 30 June 2024
 - Year 3 = 1 July 2024 to 30 June 2025
- 1.3. Only firm prices will be accepted. Non-firm prices will not be considered.
- 1.4. Document must be completed in non-erasable black ink.
- 1.5. NO correction fluid/tape may be used; 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.
- 1.6. The Tender Data, the Contract Data, the Description and Scope of the Work are to be read in conjunction with the Pricing Schedule.
- 1.7. Non-compliance with the Specification will invalidate your offer.
- 1.8. The prices and rates to be inserted in the Pricing Schedule are to be the full inclusive rates to the Service Provider for the goods/services described under each item. Such rates shall cover all costs and expenses that may be required in and for the supply, delivery and services and shall cover the cost of all general risks, liabilities, overheads, profit, compliance and obligations set forth or implied in the documents on which the tender is based.
- 1.9. Stellenbosch Municipality reserves the right to downwards or upwards adjust portions of the scope of works, subject to the availability of funds.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**MONTHLY PRICING SCHEDULE FOR YEAR 1 (Services)**

Description	Unit	Quantity	Rates YEAR 1	Total Cost per month (R incl. VAT) YEAR 1 **(ALL APPLICABLE TAXES INCLUDED)
A. Material and Equipment				
1. Supply and use of Chemicals (minimum 1250 liters/month, undiluted) Data sheets must be attached for evaluation purposes (Monthly rate)	SUM	1		
2. Equipment (Monthly rate)	SUM	1		
B. Labour				
1. Team of thirty(30) cleaners/general workers	Per labourer	30		
2. Two (2) handymen with plumbing experience	Per handyman	2		
3. Monthly rate for one (1) additional cleaner/general worker	Per labourer	1		(Rate only)
4. Monthly rate for one (1) additional Handyman (Monthly rate)	Per handyman	1		(Rate only)
C. Transportation				
1. Allowance for transportation and collection of materials from BELTANA DEPOT (Monthly rate)	SUM	1		
D. Community Liaison Officer (CLO)				
1. Allowance for CLO in Kayamandi	month	1		
2. Allowance for CLO in Jamestown	month	1		
TOTAL MONTHLY COST FOR YEAR 1 (incl. VAT)				

(To be carried over to front page)

NOTE: Escalation for Year 2 and Year 3 as a percentage increase on the previous year will be added by the Municipality, based on the Government Gazette escalation percentage.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. DECLARATION BY TENDERER

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

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

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

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

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

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