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BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 50/22: SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025

TENDER NUMBER:	**B/SM 50/22**
DESCRIPTION:	**SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025**
CLOSING DATE:	**4 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

INFORMATION:
Tender Specifications: Granville Abrahams at 021 808 8602: Email: Stores.Temp@stellenbosch.gov.za
SCM Requirements: Jane Sampson at 021 808 8520: Email: Jane.sampson@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on **1 April 2022.** The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

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 **"B/SM 50/22: Supply, delivery and offloading of cleaning materials and equipment: Period 1 July 2022 to 30 June 2025,"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, 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 and local content 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):

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b) Relevant terms of reference;
c) Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
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G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 50/22: VOORSIENING, AFLEWERING EN AFLAAI VAN SKOONMAAKMATERIAAL EN TOERUSTING: TYDPERK: 1 JULIE 2022 TOT 30 JUNIE 2025

TENDER NOMMER:	**B/SM 50/22**
BESKRYWING:	**Voorsiening, aflewering and aflaai van skoonmaakmateriaal en toerusting: Tydperk: 1 Julie 2022 tot 30 Junie 2025**
SLUITINGSDATUM:	**4 Mei 2022**
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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: **"B/SM 50/22: Voorsiening, aflewering and aflaai van skoonmaakmateriaal en toerusting: Tydperk: 1 Julie 2022 tot 30 Junie 2025"** op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Tenderaars mag voorkeurpunte 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):

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G Mettler (Me)
MUNISIPALE BESTUURDER

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TENDER NO.: B/SM 50/22

SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	**RATES BASED**
BBBEE LEVEL	

MARCH 2022

PREPARED AND ISSUED BY:

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

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Granville Abrahams
Tel. Number: **021 808 8602**

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3 TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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MUNISIPALE BESTUURDER

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**B/SM 50/22**	CLOSING DATE:	**4 MAY 2022**	CLOSING TIME:	**12:00**
DESCRIPTION	**SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 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]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		**(b)** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	
(c) TOTAL NUMBER OF ITEMS OFFERED			**(d) TOTAL BID PRICE**	**R**	
(e) SIGNATURE OF BIDDER	……		**(f) DATE**		
(g) 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	**GRANVILLE ABRAHAMS**
CONTACT PERSON	**JANE SAMPSON**	TELEPHONE NUMBER	**021 808 8602**
TELEPHONE NUMBER	**021 808 8520**	FACSIMILE NUMBER	**-**
FACSIMILE NUMBER	**-**	E-MAIL ADDRESS	
E-MAIL ADDRESS	Jane.sampson@stellenbosch.gov.za	Stores.Temp @stellenbosch.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

3	**BID SUBMISSION:**
3.2	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
3.3	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
3.4	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.

4	**TAX COMPLIANCE REQUIREMENTS**
1.	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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.
4.	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
5.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
6.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
7.	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

5	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**	
a.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
b.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
c.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
d.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
e.	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

4 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:

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 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 6.2 (Local Content) - Is the form duly completed and signed? **Guidance Document for the Calculation of Local Content attached for information purposes**?	**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**	
Declaration by Tenderer - Is the form duly completed and signed?	**Yes**		**No**	

5

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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5 AUTHORITY TO SIGN A BID

a) SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

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

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

b) COMPANIES AND CLOSE CORPORATIONS

- **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid
- In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
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:	

c) PARTNERSHIP

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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:	

d) 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:	

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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 anything 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.

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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.

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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.

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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 tha15% 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.

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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.

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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 of 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

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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.

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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 0f 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)

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7 GENERAL CONDITIONS OF TENDER

4 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.

5 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:

5.1 Tenders that are deposited in the incorrect box will not be considered.

5.2 Mailed, telegraphic or faxed tenders will not be accepted.

5.3 Documents may only be completed in non-erasable ink.

5.4 The use of correction fluid/tape is not allowed.

5.4.1 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.

5.4.2 Alterations or deletions not signed by the Tenderer may render the tender invalid.

5.5 All bids must be submitted in writing on the official forms supplied (not to be re-typed)

5.6 All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

6 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.

a. 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.**

(i) 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.

(ii) Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

(iii) Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

(iv) 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;

a. 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.

b. 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.

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2.1 **Negotiations for a fair market related price**

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

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

1.1. Relevant specifications
1.2. Value for money
1.3. Capability to execute the contract
1.4. PPPFA & associated regulations

2. 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……

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8 MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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.*

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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:				

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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

1. *a member of –*
   - *i. any municipal council;*
   - *ii. any provincial legislature; or*
   - *iii. the National Assembly or the National Council of Provinces;*
2. *a member of the board of directors of any municipal entity;*
3. *an official of any municipality or municipal entity;*
4. *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);*
5. *an executive member of the accounting authority of any national or provincial public entity; or*
6. *an employee of Parliament or a provincial legislature.*

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9 MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20/90/10

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

a. The following preference point systems are applicable to all bids:

1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included

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

b) The 80/20 preference point system will be applicable to this tender

b. Points for this bid shall be awarded for:

1. Price; and

2. B-BBEE Status Level of Contributor.

c. 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**

d. 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.

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

2. DEFINITIONS

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

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9 "**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;

10 **"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;

11 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

12 "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;

13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

14 **"price"** includes all applicable taxes less all unconditional discounts;

15 **"proof of B-BBEE status level of contributor"** means:

5 B-BBEE Status level certificate issued by an authorized body or person;

6 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

7 Any other requirement prescribed in terms of the B-BBEE Act;

16 **"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;

17 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

a. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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c. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

a. 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

a. 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

a. 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.

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8. SUB-CONTRACTING

a. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

i. If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor……..
3. The B-BBEE status level of the sub-contractor.....……..
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

5. 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 last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm:…….

b. VAT registration number:……

c. Company registration number:……

d. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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e. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

f. COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

g. MUNICIPAL INFORMATION

Municipality where business is situated: ……..

Registered Account Number: …….

Stand Number:…….

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

i. 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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
   - 7.1 disqualify the person from the bidding process;
   - 7.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
   - 7.3 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;

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7.4 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

7.5 forward the matter for criminal prosecution.

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

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10 MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ATTACHED FOR INFORMATION PURPOSES (if applicable)

the dti
Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.
Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

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2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1 Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.
When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

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2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number
Supply the tender number that is specified on the specific tender documentation.

C2. Tender description
Supply the tender description that is specified on the specific tender documentation.

C3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority
Supply the name of the tender authority.

C5. Tendering Entity name
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %
Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number
Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items
Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price
Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content
Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value
Provide the ZAR value of the items' imported content.

C14. Local value
Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)
Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity
Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value
Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content
Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content
Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value
Total tender value is the sum of the values in column C17.

C21. Total exempted imported content
Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content
The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content
Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content
Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender
The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

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4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. **Tender number**
Supply the tender number that is specified on the specific tender documentation.

D2. Tender description
Supply the tender description that is specified on the specific tender documentation.

D3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority
Supply the name of the tender authority.

D5. Tendering entity name
Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number
Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content
Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier
Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

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Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity
Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value
The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers
Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:
Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure
Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice
Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports
Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry
Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

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D28. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer
The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier
Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry
Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

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Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT
Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported
Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value
Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party
The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment
Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment
Provide the name of the local supplier making the payment.

D48. Overseas beneficiary
Provide the name of the overseas beneficiary.

D49. Foreign currency value paid
Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments
Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party
The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment
The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"

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The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number
Supply the tender number that is specified on the specific tender documentation.

E2. Tender description
Supply the tender description that is specified on the specific tender documentation.

E3. Designated products
Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority
Supply the name of the tender authority.

E5. Tendering entity name
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased
Provide a description of the items purchased locally in the space provided.

E7. Local supplier
Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value
Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)
Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:
Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:
Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:
Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:
The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

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11 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

a. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

b. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

c. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

d. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

e. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

f. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
	Textile, clothing, leather, and footwear sector	100%
	Steel Value-Added Products	100%

Please submit also letters of exemption from dti if local content is not 100% for the sectors.
Please ensure that you put all the items on Annexure C on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OFTENDER NO. B/SM 50/22: SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025 ISSUED BY STELLENBOSCH MUNICIPALITY.
NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …….. (full names),
do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

1. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and

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the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	**DATE**
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		

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ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.	B/SM 50/22			
(C2) Tender Description	SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025			
(C3) Designated product(s)	Textiles, clothing, leather and footwear			
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
*(C7)*Specified local content %	100%			

NOTE: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender Item No's	*List of Items*	*Tender Price – each*	*Exempted imported value*	*Tender value net of exempted imported content*	*Imported value*	*Local value*	*Local content % (per item)*	*Tender Quantity*	*Total tender value*	*Total exempted imported content*	*Total imported content*
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
34	Radiation risk suits										
35	Disposable wet overalls										
36	Disposable dry overalls										
37	Latex nitrile surgical gloves										
39	Surgical masks										
41	Shoe covers										

(C20) Total tender value		
(C21) Total Exempt imported content		
(C22) Total Tender value net of exempt imported content		
(C23) Total Imported content		
(C24) Total local content		
(C25) Average local content % of tender		

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if mores space is required

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ANNEXURE D	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C	

(D1)	**Tender No.**				
(D2)	**Tender Description**				
(D3)	**Designated product(s)**				
(D4)	**Tender Authority**				
(D5)	**Tendering Entity's Name**				
(D6)	**Tender Exchange Rate**	**Currency**		**Rate**	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*
									(D19) Total exempt imported value		
										This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D30)*	*(D31)*
									(D32) Total imported value by tenderer		

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ANNEXURE D - Continued **SATS 1286.2011**

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
										(D45) Total imported value by 3rd party	

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*	*(D51)*
				(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	
				(D53) Total o imported content and foreign currency payments – *(D32)*, *(D45)* and *(D52)* above	

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) **Tender No.**		**NOTE: VAT to be excluded from all calculations**
(E2)**Tender Description**		
(E3) **Designated product(s)**		
(E4) **Tender Authority**		
(E5) **Tendering Entity's Name**		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	**Local suppliers**	**Value**
(E6)	***(E7)***	***(E8)***
(E9) **Total local products (Goods, service and works)**		

(E10) **Manpower costs** (Tenderer's own manpower cost)	
(E11) **Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)	
(E12) **Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)	
(E13) Total local content	
This total must correspond with Annex C – C24	

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.	B/SM 50/22			
(C2) Tender Description	SUPPLY, DELIVERY AND OFFLOADING OF CLEANING MATERIALS AND EQUIPMENT: PERIOD 1 JULY 2022 TO 30 JUNE 2025			
(C3) Designated product(s)	Steel Value-Added Products			
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
*(C7)*Specified local content %	100%			

NOTE: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender Item No's	*List of Items*	*Tender Price – each*	*Exempted imported value*	*Tender value net of exempted imported content*	*Imported value*	*Local value*	*Local content % (per item)*	*Tender Quantity*	*Total tender value*	*Total exempted imported content*	*Total imported content*
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
47	Sanitizing dispenser stand										

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if mores space is required

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ANNEXURE D	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C	

(D1)	**Tender No.**				
(D2)	**Tender Description**				
(D3)	**Designated product(s)**				
(D4)	**Tender Authority**				
(D5)	**Tendering Entity's Name**				
(D6)	**Tender Exchange Rate**	**Currency**		**Rate**	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*
									(D19) Total exempt imported value		
										This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D30)*	*(D31)*
									(D32) Total imported value by tenderer		

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ANNEXURE D - Continued	SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
										(D45) Total imported value by 3rd party	

			Calculation of foreign currency payments		Summary of Payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*	*(D51)*
				(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	
				(D53) Total o imported content and foreign currency payments – *(D32)*, *(D45)* and *(D52)* above	

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) **Tender No.**		**NOTE: VAT to be excluded from all calculations**
(E2)**Tender Description**		
(E3) **Designated product(s)**		
(E4) **Tender Authority**		
(E5) **Tendering Entity's Name**		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	**Local suppliers**	**Value**
(E6)	***(E7)***	***(E8)***
(E9) **Total local products (Goods, service and works)**		

(E10) **Manpower costs** (Tenderer's own manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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

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

5. CERTIFICATION

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

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

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

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13 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.

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5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[5] 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.*

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14 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**

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15 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:	

16 FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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PART B – SPECIFICATIONS AND PRICING SCHEDULE

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17 SPECIFICATIONS

1. General Conditions

- Each item must be South African Bureau of Standards (SABS) approved.
- All items must be clearly labelled.
- The expiry dates of all items shall not be within the first 12 months of the order. (Applicable on all items with a shelf live)
- No Items shall be substituted once approved by the Bids Committee.
- Packaging of all items shall be neat and strong enough to contain the substance. (No additional cost will be paid for packaging and must be included in the bid price)
- No loose items will be accepted. Items in bottles needs to be shrink wrapped in groups of 6 or 12.
- All 5L Items must be supplied in cartons and each carton must contain 4 units.
- The Manufacturer must be known and stated on the pricing schedule for all items to be considered and to avoid disqualification for the item.
- The municipality reserves the right to order quantities according to its requirements and will not be dictated by any vendor.
- The contract period will be from 1 July 2022 until 30 June 2025.
- No part deliveries will be accepted, and Tax Invoices must accompany all deliveries.
- Bidders can quote on all items or selected items.
- Material Safety Data Sheets (MSDS) must be provided by bidders on all chemical items.
- Bidding prices must be per single unit including VAT.

2. Qualifying Criteria

(a) Brand names **MUST** be indicated on the pricing schedule, otherwise bidder will be disqualified for the specific item that do not comply.

(b) Bidding Prices **MUST** be per single unit stated on the pricing schedule, otherwise bidder will be disqualified for the specific item that do not comply.

(c) Rates **MUST** be fixed for the contract period, otherwise bidder will be disqualified for the

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

specific item that do not comply.

(d) Pricing **MUST** be market related. Pricing that are unrealistically lower than the current market rates will not be considers.

(e) On **Item no.16** submission of a **Sample, Data Sheet and SABS636-2001 Certificate** is compulsory, and non-compliance in this regard will result in disqualification on this item.

3. Submission of Samples

(1) For each product/item the bidder bids for, a product/item sample needs to be provided upon request.

(2) Samples must be delivered **upon request** within 48 working hours to the Municipal Stores, Beltana, Helshoogte Road, Stellenbosch for the attention of Mr. G. Abrahams for evaluation.

(3) Sample packs must be clearly marked with the tender number as well as the bidder's name, address and contact number.

(4) The responsible representative that receives the sample pack(s) from bidders shall issue an acknowledgement of receipt to the bidder as proof of delivery.

(5) Samples shall be supplied by a bidder at his/her own expense and risk. The municipality shall not be obliged to pay for such samples or compensate for the loss thereof and shall reserve the right not to return such samples and to dispose of them at its own discretion.

(6) If samples are not delivered on request, as specified above, the bidder will be considered as non-responsive for the specific item.

(7) If a bid is accepted for the supply of goods according to a sample submitted by the bidder, that sample will become the contract sample. All goods supplied in terms of this bid shall comply in all respects to that contract sample. The municipality shall use the same method of testing the goods supplied as in the case of the contract sample. If it is found that the goods delivered as ordered differs from that of the contract sample, such non-compliance might be deemed as a breach in contract. In this regard the municipality reserves the right to exercise any remedies at its disposal in terms of the General Conditions of Contract, which applies in this case.

4. Deliveries

1. Deliveries at the Municipal Stores, must take place between the following times:

   Mondays to Thursdays from 08:30am till 12:00pm and 13:45pm to 15:00pm and on a Friday from 08:30am to 12:00pm.

2. Deliveries outside these times will not be accepted.

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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3. Delivery must take place within 5 working days of receiving an official order.

4. Delivery must be accompanied with a delivery note and tax invoice.

5. Delivery address will be indicated on the official order as:
   Stellenbosch Municipality, Beltana Stores, Helshoogte Road, Stellenbosch.

6. Delivery of products must include the off-loading thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.

7. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.

8. The Municipality will place orders as and when required during the contract period.

9. An official order must be issued before any delivery may be made to the Municipality.

10. It will be required from the supplier to keep stock of products or to ensure that a full delivery takes place according to the order quantities.

11. No part deliveries will be accepted, and Tax Invoices must accompany all deliveries.

5. Evaluation of Awards

- All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.
- The municipality reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obligated to accept the lowest bid.
- Evaluation will be per Item (i.e.) average price for the three years will be used). Hence, the award will be one service provider per item for the duration of the contract.
- The award will be to the preferred service provider per item for the duration of the contract plus two additional service providers will be appointed per item, who will be used if the recommended bidder is unable to perform in terms of the contract and provided prices are market related. Therefore, maximum of three services providers will be appointed per item in accordance with the points scoring system.

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

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6. Item Description and specification

NB. (Pictures are only for information purposes and clarity)

Multi surface cleaner Liquid, undiluted, 750ml, packed in units of 6**,** Handy Andy, Cobra, Mr. Muscle, Harpic or equivalent in quality.
Multi surface cleaner Liquid, undiluted, 5L, Handy Andy, Cobra, Mr. Muscle, Harpic or equivalent in quality.
Multipurpose thick bleach disinfectant Liquid, undiluted, 750ml, packed in units of 6, Domestos, Cobra, Mr. Muscle, Harpic or equivalent in quality.
Bleach Regular Jik Liquid, undiluted, 750ml, packed in units of 6, Jik, Albex or equivalent in quality.
Bleach Jik Liquid, undiluted, 5L, Jik, Albex or equivalent in quality.
Dishwashing detergent Liquid, undiluted, 750ml, packed in units of 6, Sunlight or equivalent in quality.
Window cleaning detergent Liquid, undiluted, 750ml, packed in units of 6, spray trigger application, for glass and shiny surfaces, Windolene, Cobra, Mr. Muscle, Harpic or equivalent in quality
Hand wash soap Liquid, undiluted, Pink, 5L, anti-bacterial, fragrance.
LaundrySoap Bar**,** 500g, packed in units of 2 x 250g, Sunlight, or equivalent in quality.
Hand Wash soap Bars, 100g, Lux, Dettol, Protex, Dove, Lifeboy or equivalent in quality.
Floor polish Liquid, undiluted, 750ml, packed in units of 6, slip resistant, Pledge, Mr. Muscle, Cobra, Harpic or equivalent in quality.
Floor polish Liquid, undiluted, 5L, slip resistant, Durashine, Columbus, Cobra or equivalent in quality.
Furniture polish Spray can, 300ml, packed in units of 6, Mr. Min, Pledge, Mr Muscle, Mr Sheen or equivalent in quality.
Floor stripper Liquid, undiluted, 5L, Non-ammoniated, Columbus,Tile brite, Cobra or equivalent in quality.
Pine disinfectant Liquid, undiluted, 5L, anti-bacterial, fresh pine fragranced, Columbus, Germatol Bowlsan, Harpic or equivalent in quality.
Disinfectant Liquid, undiluted, 25L, Disinfectant Solvex, Cleaning floors, walls, restrooms, lockers, washrooms, toilets, refuse cans and trucks, SABS636-2001 Compliant, Ortho

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Dichlorobenzene, QAC Based,Disinfectant Deodorizer, Momar Solvex.
AirFreshner 180ml Spray can. Deodorizer.
Black Deo / Jeyes Fluid Disinfectant and cleaner. Black in Colour. Fluid.
Drain cleaner Liquid, undiluted, 1L, Momar moflow or equivalent in quality.
Scouring powder Powder, 500g, specifies consistency, odour,free alkali, active ingredient, alkaline salts, water insoluble matter, abrasive number and fineness of water insoluble matter, Vim or equivalent in quality.
Penetrating oil Spray can, 300g, Super Multi-Purpose Lubricant, Q20 or equivalent in quality.
Insecticide Spray can, 300ml, packed in units of 6, pressurized aerosol, Doom, Raid, Mortein or equivalent in quality.
Hand towel C-fold paper, Pack of 100 sheets, 1ply, sheet size 240 x 330mm**,** Twin Saver 0319 or equivalent in quality.
Kitchen Scourer. Pack of 3
Hand wipes 750g container, Disinfecting, Size: 150x 170mm per canister.
Mop Fan Complete Fan Mop complete with Gear Press, wooden handle 1.2m, 400gram, Long Hair, Academy or Similar.
Household Mops Wooden handle must be 1.2m, short hair, metal socket, 200gram, Academy or equivalent (micro-1081).
Trolley Bucket + Wringer

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

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Double plastic bucket with wringer, castor wheels, with metal handle.

Household broom
Soft, bristle, wooden handle, metal grip, Academy GB6 F13366 or equivalent in quality.

Gutter broom
PVC hard bristle, with meranti or similar wooden handle, metal grip, Academy F3157 Brown 305mm or equivalent in quality.

Platform broom
Soft bristle, wooden handle, metal grip, Academy F3251 Black Coco, 460mm or equivalent in quality.

Toilet brush
Toilet brush set with container, plastic head & handle, stiff & durable nylon bristle, standard size for household use.

Scrubbing brush
Small, Hard bristle brush, stiff white PVC bristle, wooden head, suitable for cleaning bricks.

PRINT NAME:			
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Radiation risk suites
Abrasion resistance, flexing resistance, puncture resistance, tear Strength, tensile strength, flame resistance, antistatic resistance, radioactive contamination, air permeability,
H2SO4 30%, HAOH 10%, 60% Polyethylene 40 Polyester Spun-bonded Plus, Performance class as per requirements of EN13034:2005 & ISO 13982-1 2004

Disposable wet Coveralls
Disposable overall for single use. Provides optimum protection against non-hazardous chemicals, dust and lint.
Various sizes ranging from “S” to “XXXXXL”

Disposable dry Coveralls
Disposable overall for single use. Provides optimum protection against non-hazardous chemicals, water and dust resistant.
Various sizes ranging from “S” to “XXXXXL”

Chemical Nitrile gloves
Suitable for chemical handling, mild acids, oil and grease, 0.38mm thick, 33cm length, washable, resistant to: sodium hydroxide 40%, sulphuric acid 96%, heptane.

PRINT NAME:			
CAPACITY:		Name of firm	
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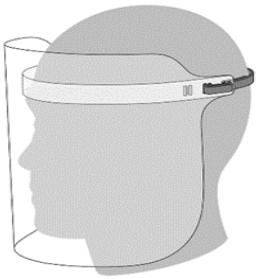
Latex surgical gloves Disposable gloves, Powder free, Colour: Blue, sizes: **6/6, 5/7/7, 5/8/8, 5/9.**	
Surgical masks Elastic ear loop, without glass fiber, hypoallergenic, very low resistance to breathing, nose bar adaptable, high filtration capacity, perfect fitting.	
FaceShield Disposable one-piece face/neck length face shield visor assembly with foam forehead cushion and elastic strap.	
Shoe Covers Disposable shoe cover for single use. Waterproof for light duty, double elastic, Polypropylene and polyethene.	
PET Bottles Plastic pump bottle complete with spray pump on bottle used for packaging of sanitizer and hand wash, Size: 250ml	

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

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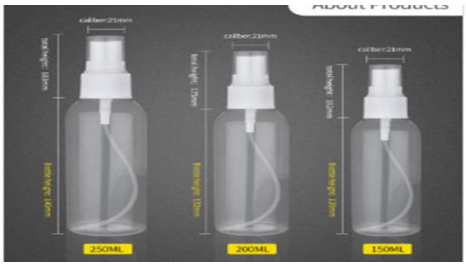
PET Bottles

Plastic pump bottle complete with spray pump on bottle used for packaging of sanitizer and hand wash. Size: 500ml

Atomiser Spray PET bottle
Atomiser spray plastic bottle complete with trigger spray pump on bottle used for packaging of sanitizer and hand washSize:250ml



Atomiser spray PET bottle

Atomiser trigger spray plastic bottle complete with trigger spray pump on bottle used for packaging of sanitizer and handwash. Size: 500ml.

Sanitizer Despenser Bottle:

Sanitizer Despenser Bottle with spray pump on bottle - 1lt

Sanitizing dispenser stand

Sanitizing dispenser stands, hands free – foot press –
free standing, stands Black powder coated stand,
steel/ aluminum, easy bottle replacement,
sanitizer – 1L, sanitizing dispenser stand –
Height: 93cm,
Plate Size: 30cm,
Weight: 2,5 kilo's.

Hand Sanitizer

Liquid, undiluted, 5L, Alcohol based (at least 70%)

Freezer Glove

PVC Cold Store, with fur lining

Gardening Glove

Suitable for gardening – light, weight with rubber coating palm

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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Elbow Glove Red PVC, Elbow Length, Open Cuff, Smooth Palm. 40CM – R60/40 – EN 388:2016 – 4121
Pallet Wrap Roll 450 x 400m x 20-Micron Roll
Mop Lobby Standard With metal handle and replaceable sleeve, 600mm. Can be use on wet and dry floors. Replaceable sleeve LOB003
Mop Lobby Standard Sleeve 600mm LOB001 TYPE for 60cm. For use on wet or dry floors
Barrier Tape/Chevron Tape Chevron Tape Red/White 75mm x 500m x 50micron, non-adhesive.
Rags Waste Sterile Cotton, 5kg compressed bundles, sealed in transparent bags 800mm x 700mm x 140mm, coloured sterilized cotton vesting. (Grade MCCW)
Car Wash Shampoo & Wax 5L Containers. For wash and wax
Hand Cleaner with Grit 500g Container
Crayfish Gloves EN388-3143 Dromex – Gray or equivalent in quality
Household Gloves Latex S/M/L
Towel Cloth Dish/Tea (DC-50)

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Cotton Size: 38 x 65cm (10Pack))
Cloth Dish Swabs Cotton Size: 30 x 30cm (10Pack)
Duster Cloth Yellow (10Pack)
Micro Fibre Cloth 200gsm/ 80% Polyester, 20% Polyamide (10pack)
Face Mask Polyester 3Ply 200gsm to be supplied in sealed packs of 10, bidding to be done per single unit (one Mask) on the pricing schedule
Dust Mask Latex Free, EN149:2001 N502P2, SANS: 50149:2003 (per box of 20)
Feather Duster, Short 450mm
Feather Duster 900mm
Feather Duster 1.200m
Dust Pan with Broom Height: 750mm – Per Set
All Purpose Cleaner, Concentrated Disinfectant-Purple – 3 in 1, 5Liter
Hand Cleaner Waterless 1Lt
Steel Wool 25gram
Urinal Tabs (Air Freshner blocks) 1Kg
Thermometer Infrared Model JRT200, Dual Mode, Infrared Sensor, Temperature Range: 32-42.9^{o}C

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

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LOCAL CONTENT

The stipulated minimum threshold(s) for local production and

#	Description of services, works or goods	Stipulated minimum threshold as a %
1.	**Textiles, Clothing, Leather and Footwear**	
1.1	Radiation risk suits	100%
1.2	Disposable wet overalls	100%
1.3	Disposable dry overalls	100%
1.4	Latex nitrile surgical gloves	100%
1.5	Surgical masks	100%
1.6	Shoe covers	100%
2.	**Steel Value-Added Products**	
2.1	Sanitizing dispenser stand	100%

Please submit also letters of exemption from DTI if local content is not 100%.
Please ensure that you put all the items on Annexure A on which you make an offer.

PRODUCT		**LOCAL CONTENT THRESHOLD**
(i) TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR		
MANUFACTURE OF TEXTILE, CLOTHING, LEATHER GOODS AND OTHER TEXTILE		
Item No.	**Item Description**	
34	Radiation risk suits	

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

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35	Disposable wet Coverall	**100%**
36	Disposable dry Coverall	
37	Latex Nitrile surgical gloves	
39	Surgical masks	
41	Shoe covers	
1.2) MANUFACTURE OF OTHER TEXTILES		
Item No.	**Item Description**	**100%**
26	Mop fan complete (applicable on mop heads only)	
27	Household mops (applicable on mop heads only)	
(ii) STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION		
2.1) STEEL VALUE-ADDED PRODUCTS		
Item No.	**Item Description**	
47	Sanitizing Dispenser Stand	100%

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

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18 PRE-QUALIFICATION

1. Brand names **MUST** be indicated on the pricing schedule, otherwise bidder will be disqualified for the specific item that do not comply.

2. Bidding Prices **MUST** be per single unit stated on the pricing schedule, otherwise bidder will be disqualified for the specific item that do not comply.

3. Rates **MUST** be fixed for the contract period, otherwise bidder will be disqualified for the specific item that do not comply.

4. Pricing **MUST** be market related. Pricing that are unrealistically lower than the current market rates will not be considers.

5. On **Item no.16** submission of a **Sample, Data Sheet and SABS636-2001 Certificate** is compulsory, and non-compliance in this regard will result in disqualification on this item.

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

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19 SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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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)**
i.	Name of firm			
	Contact person			
	Tel No			
	Address			
ii.	Name of firm			
	Contact person			
	Tel No			
	Address			
iii.	Name of firm			
	Contact person			
	Tel No			
	Address			
iv.	Name of firm			
	Contact person			
	Tel No			
	Address			
v.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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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				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

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

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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				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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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. **In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate including VAT) must reflect the same amount.**

I / We _____

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

of the firm _____

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

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

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.
3. Evaluation will be per item (i.e) average price for the three years will be used.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE:

NOTE: ONLY FIRM / MARKET RELATED PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF CLEANING MATERIALS FOR A PERIOD ENDING 31 JUNE 2025

ITEM NO	DESCRIPTION	COMMODITY	BRAND NAME	UNIT OF MEASUREMENT	Price Including VAT 2022/2023	Price Including VAT 2023/2024	Price Including VAT 2024/2025
1	Multi Surface Cleaner: Handy Andy, Cobra, Harpic or equivalent in quality 750ml	1082205		750ml	R…….	R…….	R…….
2	Multi Surface Cleaner: Handy Andy Cobra, Harpic or equivalent in quality, 5L	1082206		5L	R……...	R……...	R…….
3	Disinfectant: Multipurpose Thick Bleach Domestos, Cobra, Harpic or equivalent in quality 750ml	1190508		750ml	R…….	R…….	R…….
ITEM NO	**DESCRIPTION**	**COMMODITY**	**BRAND NAME**	**UNIT OF MEASUREMENT**	**Price Including VAT**	**Price Including VAT**	**Price Including VAT**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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					2022/2023	2023/2024	2024/2025
4	Bleach Regular: Jik, Albex or similar in quality 750ml	1105506		750ml	R……..	R……..	R……..
5	Bleach: Jik, Albex or similar in quality 5L	1105507		5L	R……..	R……..	R……..
6	Dishwasher Liquid Original: Sunlight, or equivalent in quality 750ml	1198953		750ml	R……..	R……..	R……..
7	Window Cleaning detergent, packed in units of 6, spray trigger application 750ml	1238509		750ml	R……..	R……..	R……..
8	Hand Wash Soap Liquid, Pink anti-bacterial, fragrance, 5L	119060		5L	R……..	R……..	R……..
9	Sunlight Soap or equivalent in quality 500g (2X250g)	1195082		500g	R……..	R……..	R……..
10	Hand wash Soap, White 12x100g, Lux, Dettol, Protex, Dove, Lifeboy or equivalent in quality.	1195011		Per Pack of 12	R……..	R……..	R……..
11	Floor Polish (Fluid) Pledge, Mr. Muscle, Mr Min, Cobra, Harpic or equivalent in quality 750ml	1166820		750ml	R……..	R……..	R……..
12	Floor Polish 5L undiluted, slip resistant. liquid, Columbus, Durashine, Cobra or equivalent.	1166875		5L	R……..	R……...	R……..
13	Furniture Polish Spray Can: Mr Min, Pledge, Cobra, Mr Muscle or equivalent in quality 300ml	1166817		300ml	R……..	R……..	R……..
14	Floor Stripper 5L Liquid, undiluted, Columbus, Tile Brite, Cobra or equivalent in quality.	1195056		5L	R……...	R……..	R……..

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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15	Pine Disinfectant 5L Germatol Bowlsan, Columbus, Harpic or equivalent in quality	1031405		5L	R……..	R……..	R……..
16	Disinfectant Solvex Momar SABS636-2001 Compliant-rtho Dichlorobenzene/QAC Based Disinfectant Deodorizer – Original – 25 lt	1096413		25Lt	R……..	R……..	R……..
17	Air Freshner 180ml spray can	1012615		180ml	R……..	R……..	R……..
18	Black Deo, Jeyes Fluid original 5Lt tin, Black in Color or equivalent in quality.	1102208		5Lt Tin	R……..	R……..	R……..
19	Drain Cleaner, 1L Moflow or equivalent in quality	1047554		1Lt	R……..	R……..	R……..
ITEM NO	**DESCRIPTION**	**COMMODITY**	**BRAND NAME**	**UNIT OF MEASUREMENT**	**Price Including VAT 2022/2023**	**Price Including VAT 2023/2024**	**Price Including VAT 2024/2025**
20	Scouring Powder, Vim 500g or Equivalent in quality.	1227400		500g	R……..	R……..	R……..
21	Penetrating Oil 300ml Spray Can Super Multi-Purpose Lubricant – Q20 or similar in quality.	1162400		300ml	R……..	R……..	R……..
22	Insecticide, Spray can 300ml, Doom, Raid, Mortein or equivalent in quality.	1096408		300ml	R……..	R……..	R……..
23	Hand Towel, C-Fold paper per pack of 100 sheets, 1 ply (240x330mm)	1205312		Pack of 100 sheets	R……..	R……..	R……..
24	Kitchen Scourer 3packs			Pack of 3			

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		1197700			R……	R……	R……
25	Hand Wipes, disinfecting: Size: 150x 170mm per canister 750gram	119071		750g Container	R……	R……	R……
26	Fan Mop Complete with gear press, 1.2m wooden handle. Long hair, 400gram, Academy or similar	1138009		Each	R……	R……	R……
27	Household Mop complete 1.2m, metal socket, 200gram-micro-1081, wooden handle. Short hair, Academy or similar.	1138007		Each	R……	R……	R……
28	Trolley Bucket + Wringer, Double plastic bucket with wringer, castor wheels, with metal handle.	1074900		Each	R……	R……	R……
29	Household Broom, GB6 F13366, wooden handle, metal grip.	1026106		Each	R……	R……	R……
30	Gutter Broom, PVC Hard bristle, with meranti or similar wooden handle, metal grip, F3157, 305mm, Academy or similar	1026067		Each	R……	R……	R……
31	Platform Broom, soft bristle, wooden handle, metal grip. F3251 ,460mm, Academy or similar.	1026070		Each	R……	R……	R……
32	Toilet Brush set with container, plastic head & Handle, nylon bristle	1205110		Per Set	R……	R……	R……

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CAPACITY		DATE	
NAME OF FIRM			

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ITEM NO	DESCRIPTION	COMMODITY	BRAND NAME	UNIT OF MEASUREMENT	Price Including VAT 2022/2023	Price Including VAT 2023/2024	Price Including VAT 2024/2025
33	Scrubbing Brush PVC, wooden head bristle, suitable for cleaning bricks	1026300		Each	R……	R……	R……
34	Radiation risk suites	1158150		Each	R……	R……	R……
35	Disposable Wet Coverall	1158120		Each	R……	R……	R……
36	Disposable Dry Coverall	1158125		Each	R……	R……	R……
37	Chemical Nitrile Gloves	1074830		Per Pair	R……	R……	R……
38	Latex Surgical Gloves, disposable gloves, powder free	1074826		Per Box of 100	R……	R……	R……
39	Surgical Masks, 3 Layers, Soft & Comfortable and Breathable	1074827		Per Box of 50	R……	R……	R……
40	Face Shield Complete	1074833		Each	R……	R……	R……
41	Shoe Covers	1074834		Per Box of 100	R……	R……	R……

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NAME OF FIRM			

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42	Pet Bottles 250ml with pump, complete with spray pump on bottle.	1196003		Each	R……	R……	R……
43	Pet Bottles 500ml with pump, complete with spray pump on bottle.	1196004		Each	R……	R……	R……
44	Atomiser Spray PET Bottle 250ml with trigger spray pump complete on bottle	1196002		Each	R……	R……	R……
45	Atomiser Spray PET Bottle 500ml with trigger spray pump complete on bottle	1196001		Each	R……	R……	R……
46	Sanitizer Despenser Bottle with spray pump on bottle - 1lt	1196006		Each	R……	R……	R……
47	Sanitizing Despenser Stand Complete with 1 liter bottle	1074800		Each	R……	R……	R……
48	Hand Sanitizer 5L, 70% Alcohol Concentrated, Ethanol Base	119061		5L	R……	R……	R……
ITEM NO	**DESCRIPTION**	**COMMODITY**	**BRAND NAME**	**UNIT OF MEASUREMENT**	**Price Including VAT 2022/2023**	**Price Including VAT 2023/2024**	**Price Including VAT 2024/2025**
49	Freezer Glove, PVC Cold Store with fur lining. EN388/374//2/3 Dromex	1074829		Per pair	R……	R……	R……
50	Gardening Gloves – light weight with rubber coating palm. EN 388:2003 – 3131 (10pack)	1074843		Per pair	R……	R……	R……

SIGNATURE		NAME (PRINT)	
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51	Elbow Gloves: Red PVC, elbow length, open cuff, smooth palm, 40cm-R60/40-EN 388:2016-4121	1074831		Per pair	R……	R……	R……
52	Pallet Wrap Roll, 450mm x 400m 20-micron roll	1161378		Per 20 Micron Roll	R……	R……	R……
53	Mop Lobby Standard, with metal handle and replaceable sleeve.600mm	1138012		Each	R……	R……	R……
54	Mop Lobby Standard sleeve, 600mm	1138014		Each	R……	R……	R……
55	Barrier/Chevron Tape Red/White 75mm x 500m x 50micron, non-adhesive.	1201112		Per 500m Roll	R……	R……	R……
56	Rags, Waste: Cotton Sterile; 5kg compressed bundles sealed in transparent bags; 800mmx700mmx140mm; colored Sterilized Cotton Vesting (Grade MCCW)	1180505		Per Pack of 5kg	R……	R……	R……
57	Car Wash Shampoo & Wax 5Lt	1195062		5Lt	R……	R……	R……
58	Hand Cleaner with Grit 500gram	1081565		500gram	R……	R……	R……
59	Cray Fish Gloves – EN388-3143 Dromex – C-Gray	1074828		Per Pair	R……	R……	R……
60	Household Gloves, Latex S/M/L	1074842		Per Pair	R……	R……	R……

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61	Towel Cloth Dish/Tea (DC-50) Cotton: Size 38 x 65cm (10Pack)	1033911		Per Pack of 10	R…….	R……	R……
62	Cloth Dish Swabs, Cotton, Size: 30 x 30cm (10Pack)	1033908		Per Pack of 10	R…….	R……	R……
ITEM NO	**DESCRIPTION**	**COMMODITY**	**BRAND NAME**	**UNIT OF MEASUREMENT**	**Price Including VAT 2022/2023**	**Price Including VAT 2023/2024**	**Price Including VAT 2024/2025**
63	Duster Cloth Yellow (10Pack)	1049339		Per Pack of 10	R…….	R……	R……
64	Micro Fibre Cloth 200gsm/ 80% Polyester, 20% Polyamide (10pack)	1033915		Per Pack of 10	R…….	R……	R……
65	Face Mask Polyester 3Ply 200gsm	1074825		Each	R…….	R……	R……
66	Dust Mask, Latex Free, EN149:2001 N502P2, SANS: 50149:2003 (per box of 20)	1034253		Per Box of 20	R…….	R……	R……
67	Feather Duster Short 450mm	1049303		Each	R…….	R……	R……
68	Feather Duster 900mm	1049325		Each	R…….	R……	R……
69	Feather Duster 1.200m	1049329		Each	R…….	R……	R……
70	Dustpan with Broom – Size 750mm	1024255		Per Set	R…….	R……	R……

SIGNATURE		NAME (PRINT)	
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71	All Purpose Cleaner, Concentrated Disinfectant-Purple – 3 in 1, 5Liter	1195053		5Lt	R…….	R……	R……
72	Hand Cleaner Waterless 1Lt	1081566		1Lt	R…….	R……	R……
73	Steel Wool 25gram	1197695		Each	R…….	R……	R……
74	Urinal Tabs (Air Freshner blocks) 1Kg	1205118		1Kg	R…….	R……	R……
75	Thermometer Infrared Model JRT200, Dual Mode, Infrared Sensor, Temperature Range: 32-42.9°C	1074820		Each	R…….	R……	R……

NB!! SHOULD ANY EQUIVALENT PRODUCTS, BE OF POOR QUALITY; THE BIDDER WILL BE DISQUALIFIED

THE BIDDER MUST INDICATE THE BRAND NAME

Stellenbosch Municipality reserve the right to downward adjust the scope of work/quantity required to stay within its budget

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	

the dti
Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

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Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: “If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.”

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

<u>Table A. Exempted Imported Content</u>

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.