

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 71/22: SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS TO STELLENBOSCH MUNICIPALITY FOR A PERIOD OF 12 MONTHS FROM DATE OF AWARD

TENDER NUMBER: BSM 71/22

DESCRIPTION: Supply and Delivery of Water and Wastewater Treatment Chemicals to Stellenbosch Municipality for a period of 12 months from date of award

CLOSING DATE: 25 July 2022

CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

INFORMATION:

Tender Specifications: James Beukes (021 808 8283); email:- james.beukes@stellenbosch.gov.za

SCM Requirements: Jeanette Williams (021 808 8524); email: Jeanette.Williams@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

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 71/22: SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS TO STELLENBOSCH MUNICIPALITY FOR A PERIOD OF 12 MONTHS FROM DATE OF AWARD**”, clearly endorsed on the envelope, must be deposited in the Tender box outside the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	<u>20</u>
Total points for Price and B-BBEE	100

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

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

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 336.00 per document.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER BSM 71/22: VERSKAFFING EN LEWERING VAN WATERBEHANDELING EN RIOOLSUIWERING CHEMIKALIEE AAN STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK VAN 12 MAANDE VANAF DATUM VAN TOEKENNING

TENDER NOMMER: BSM 71/22
BESKRYWING: Verskaffing en Lewering van Waterbehandeling en Rioolsuiwering Chemikaliee aan Stellenbosch munisipaliteit vir 'n tydperk van 12 maande vanaf datum van toekenning

SLUITINGSDATUM: 25 Julie 2022
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

NAVRAE:

Tender spesifikasies: James Beukes (021 808 8283); epos: james.beukes@stellenbosch.gov.za
Vkb vereistes: Jeanette Williams (021 808 8524); epos: Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

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

Verseëde tenders duidelik gemerk: **“BSM 71/22: VERSKAFFING EN LEWERING VAN WATERBEHANDELING EN RIOOLSUIWERING CHEMIKALIEE AAN STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK VAN 12 MAANDE VANAF DATUM VAN TOEKENNING”**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB	20
Totale punte	100

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R 336.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)
MUNISIPALE BESTUURDER



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 71/22

**SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT
CHEMICALS TO STELLENBOSCH MUNICIPALITY FOR A PERIOD OF 12
MONTHS FROM DATE OF AWARD**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 102):	<u>Rates Based</u>
BBBEE LEVEL	

June 2022

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

James Beukes

**Head: Water & Wastewater
Treatment**

Tel. Number: **021 808 8283**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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TENDER NOMMER: **BSM 71/22**
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G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 71/22	CLOSING DATE:	25 July 2022	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS TO STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 30 JUNE 2025				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER			
6. DATE			
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	James Beukes
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8283
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	james.beukes@ Stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....



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



2. CHECKLIST

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

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 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

71/22

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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



19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



6. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

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

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

8.1 Relevant specifications

8.2 Value for money

8.3 Capability to execute the contract

8.4 PPPFA & associated regulations

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



1. hip 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

2.1.	Full Name of bidder or his or her representative											
2.2.	Identity Number											
2.3.	Position occupied in the Company (director, shareholder ¹ etc.)											
2.4.	Company Registration Number											
2.5.	Tax Reference Number											
2.6.	VAT Registration Number											
2.7.	Are you presently in the service of the state?	YES		NO								
2.7.1.	If so, furnish particulars:											
2.8.	Have you been in the service of the state for the past twelve months?	YES		NO								
2.8.1.	If so, furnish particulars:											
2.9.	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								
2.9.1.	If so, furnish particulars:											
2.10.	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								
2.10.1.	If so, furnish particulars:											

¹ "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.



2.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
2.11.1.	If so, furnish particulars:				
2.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
2.12.1.	If so, furnish particulars:				
2.13.	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	
2.13.1.	If so, furnish particulars:				



2.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ² Employee Number

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

3. 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			

² 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.



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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



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

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....



9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;



-
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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



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

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

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



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

5. CERTIFICATION

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

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

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



9. 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).³ 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;

³ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ 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:			

⁴ 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.


10. 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



**11. 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:	



12. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



13. SPECIFICATIONS

1. GENERAL SPECIFICATIONS

a. SCOPE OF CONTRACT

This contract is for the supply and delivery of process and other chemicals in accordance with the requirements of this document and as detailed in the Schedule of Rates.

Only estimate quantities are specified and material will be ordered as and when required.

b. PUBLIC LIABILITY

The municipality shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.

c. SAFETY

- i. The tenderer must comply with the relevant conditions of the Occupational Health and Safety Act.
- ii. The tenderer must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
- iii. The tenderer must provide applicable safety signs/notices at all delivery sites, including the erection of such, as well as all other relevant safety data sheets within 3 weeks after the commencement date of the contract.
- iv. The tenderer shall provide proof that the chemicals which are to be supplied under the proposed contract have been certified as being safe for the use in drinking water applications. Such proof shall be obtained from a reputable national or international organization.

d. TRANSPORT AND DELIVERY OF CHEMICALS

- i. Tendered prices must include for the supply, delivery and offloading of the chemicals in the respective sites.
- ii. Items must be delivered in working hours within 3 working days of placing of the official order.
- iii. Deliveries to reach sites during normal working hours between the hours of 08H00 and 16H00, unless otherwise agreed by the Superintendent of the Works.

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



- iv. Tenderers must acquaint themselves with the condition of the access roads/delivery points to ensure effective deliveries.

NOTE: Tender prices must include all delivery and offloading costs.

e. SAMPLES

The successful tenderer may be requested to provide samples of the tendered products (at the tenderers cost) for testing purposes.

f. PRICING SCHEDULE

The tenderer should complete the pricing schedule attached as Section "B.2" for any product they want to submit a bid. It is important that prices are submitted for all the different plants of a certain chemical as Stellenbosch Municipality want to award only one service provider per specific chemical

g. AWARDING OF TENDERS

Tenderers may tender for the supply and delivery of any one of the chemicals or all of the items, and the municipality may award the tender for any or all items to one or more than one tenderer.. The municipality may award a tender for an item, without necessarily placing an order for such item.

h. ORDERS

Orders for chemicals will be placed on an "as and when required" basis.

i. TERMINATION OF CONTRACT

The Municipality may terminate the contract should the tenderer not comply with any of the tender specifications.

j. CONTRACT PERIOD

This contract period is from the date of appointment for a period not exceeding twelve months (12 months).

k. VALIDITY PERIOD

Tender prices must remain valid for a period of 180 days (calculated from closing date of the tender).

l. ESTIMATED QUANTITIES

The quantities of chemicals required may vary but the quantities as per **Section B.2** can be used as a guideline. The given quantities are the best estimate but must not be considered as binding. The municipality reserves the right to either increase or decrease the quantities actually ordered.

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

**m. PRODUCT CERTIFICATE**

- i. The tenderer shall submit a typical chemical analysis of the product as obtained from the manufacturer which is to be supplied under the proposed contract, failing which, the tender will not be evaluated further.
- ii. The successful tenderer must submit a certificate of analysis with every delivery.

n. CONDITIONS OF TENDER**1.14 General****1.14.1 Actions**

1.14.1.1 Stellenbosch Municipality and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations. The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Stellenbosch Municipality's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by Stellenbosch Municipality of any other remedies available to it.

1.14.1.2 Stellenbosch Municipality, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of Stellenbosch Municipality shall declare any conflict of interest to Stellenbosch Municipality at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflicts exists or recuse themselves from the procurement process, as appropriate.

1.14.1.3 Stellenbosch Municipality shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

1.14.2 Interpretation

1.14.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

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



1.14.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes shall form part of the contract arising from the invitation to tender.

1.14.3 Communication during tender process

Verbal or any other form of communication, from Stellenbosch Municipality, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on Stellenbosch Municipality, unless communicated by Stellenbosch Municipality in writing to suppliers by: Supply Chain Management or his nominee.

1.14.4 Stellenbosch Municipality right to accept or reject any tender offer

1.14.4.1 Stellenbosch Municipality may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. Stellenbosch Municipality may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

Stellenbosch Municipality shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

FACILITIES

The chemicals are to be delivered to the following locations as per the table below.

DELIVERY SITE	LOCATION	CONTACT PERSON	TELEPHONE
PARADYSKLOOF WTW	Access from Trumali Rd Long:18.5216 Lat:-33.5746	WILLEM DEKOCK	021 808 8965
IDAS VALLEY WTW	Access from Dahlia Rd Long:18.5319 Lat:-33.5528	WILLEM DEKOCK	021 808 8965
STELLENBOSCH WWTW	Access from Vredenburg Rd Long:18.4936 Lat:-33.5639	BRIAN BOTHA	021 808 8251

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



KLAPMUTS WWTW	Access from old Paarl Rd Long:18.858292 Lat:-33.80321	BRIAN BOTHA	021 808 8251
PNIEL WWTW	Access from Helhoogte Rd Long:18.5734 Lat:-33.5415	BRIAN BOTHA	021 808 8251
WEMMERSHOEK WWTW	Access from Franschhoek Rd Long:19.071389 Lat:-33.832443	HOWARD BENJAMIN	021 808 8255
BELTANA DEPOT	Access from Helhoogte Rd Long:18.5256 Lat:-33.5532	DUMISANI	021 808 8265

LOCALCONTENT

Local content not applicable as chemical production are not designated

MATERIAL SPECIFICATIONS (MS)

SERVICE PROVIDERS ARE REQUESTED TO BID FOR SUPPLY FOR SOME OR ALL OF THE FOLLOWING CHEMICALS:

- MS.1 ALUMINIUM SULPHATE**
- MS.2 SODIUM ALUMINATE LYE**
- MS.3 POWDERED ACTIVATED CARBON**
- MS.4 WHITE HYDRATED LIME**
- MS.5 CITRIC ACID**
- MS.6 SUPPLY AND DELIVERY OF A MULTI CLEANING DISINFECTANT POWDER**
- MS.7 POLYELECTROLYTE**
- MS.8 ODOUR CONTROL FOR PUMP STATIONS**
- MS.9 LIMESTONE PEBBLES**
- MS.10 PUMP STATIONS FAT BREAKDOWN PRODUCT/S**
- MS.11 NUTRIENT MIX FOR WASTEWATER TREATMENT PLANT ODOUR UNITS**

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



MATERIAL SPECIFICATIONS (MS) 1

None compliance to specifications will invalidate your offer

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

MS.1 SUPPLY AND DELIVERY OF ALUMINUM SULPHATE FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

1. INTRODUCTION

Liquid aluminium sulphate is used for the removal of humic and other dissolved and suspended materials in the raw water at the Stellenbosch Municipality's Paradyskloof WTW. This tender caters for the supply of liquid aluminium sulphate for the treatment of water at this site. It must be clearly understood that the tendered prices must include the cost of all arrangements necessary for the actual delivery of the goods into the relevant site, including the cost of transportation, if applicable.

Humic removal is an important element of the water treatment process, ensuring that water leaving the treatment works is safe and its purity meet the needs of the consumers and complies with legislated standards.

2. SAMPLING AND ANALYSIS

In cases of dispute, sampling and analysis shall be in accordance with the Stellenbosch Municipality's practices.

3. DELIVERY CONSTRAINTS

- 3.1 Suppliers are to familiarize themselves with the Paradyskloof WTW and access to the plant in order that satisfactory delivery by road tankers can be confirmed. Confirmation of this must be noted in the tender covering letter.
- 3.2 Prior to filling any bulk tank or tanker with Aluminium Sulphate liquid destined for the Paradyskloof WTW a Cleanliness Certificate for the tank or tanker and piping, pumps and valves used must be issued, signed off and filed for audit purposes, so as to eliminate the risk of contamination of the Aluminium Sulphate liquid.
- 3.3 After filling of the tanker is complete and before the tanker leaves the manufacturing plant, the inlet hatch and the outlet caps on the tanker are to be sealed. The seals are only to be broken once the tanker is ready for off-loading and there is an appointed Council official in attendance to witness the breaking of the seals.
- 3.4 Delivery tankers are to have drip and leak free self-powered transfer pumps.

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



- 3.5 Delivery tankers are to be equipped with “Dry-break” couplings to match the couplings at the treatment plant. No spillage at the transfer points will be tolerated.
- 3.6 Tankers used for delivering liquid aluminium sulphate should preferably be dedicated to the supply of aluminium sulphate to prevent contamination. If a non-dedicated tanker is used, then a Cleanliness Certificate must be provided with each delivery of aluminium sulphate, certifying the fact that the tanker has been inspected after it has been thoroughly cleaned to remove any trace of the previous contents.
- 3.7 Provision for week-end deliveries should be made, but would only be utilized in the case of operational emergencies.
- 3.8 While delivering and transferring the aluminium sulphate, the supplier and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 3.9 Under normal routine operation, the supplier must be able to make deliveries to the respective plant within 3 days after receipt of an order. In the case of emergencies, which will be rare, the supplier must be able to make emergency deliveries (1 tanker load) within 1 day of receipt of request/order.
- 3.10 Water demand in the Stellenbosch Municipality area varies significantly with the seasons and therefore so does the requirement for aluminium sulphate.

4. QUALITY

The liquid aluminium sulphate must be suitable for use in drinking water treatment and meet the requirements of the Stellenbosch Municipality specification as well as SABS 50878 – 2008 **Chemicals used for treatment of water intended for human consumption – Aluminium Sulphate: Grade 1 (no iron content).**

- 4.1 In the event of contaminated or sub-specification product being delivered to the plant, the supplier will bear the cost of removing the liquid aluminium sulphate from Council property and disposing of the solution. Verifiable documented evidence of the legally compliant and environmentally safe disposal of the nonconforming product must be submitted to the Treatment Plant Superintendent. All consequential costs as a result of the off-loading of the contaminated product will also be for the supplier's account.
- 4.2 In the event of contaminated or sub-specification product being delivered the treatment plant the supplier will also bear the cost of flushing, cleaning, repairing, replacing (at the Stellenbosch Municipality's discretion) and re-commissioning all pipelines, pumps and equipment, flow and mass measuring systems and/or other valves and appurtenances.
- 4.3 The liquid aluminium sulphate provided shall conform to as well as SABS 1241 – 2002 Standard Specification for Aluminium Sulphate: Grade 1 (very low iron content).

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



SPECIFICATION FOR THE CHEMICAL

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

		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Concentration:	7.00% to 7.30% as Al ₂ O ₃ (m/m.		
Iron content:	0.07 m/m maximum as Fe		
Density:	1.27 – 1.30 g/cm		
Viscosity:	50-100 Centipoise		
Insoluble matter:	0.10% m/m		
pH:	2.4 - 2.8		
Vapour pressure:	< 15.7 kPa		

4.4 The liquid aluminium sulphate shall not contain any toxic or other substance that could taint, contaminate or detrimentally alter in any way the water treated at the plants. The presence of detectable taste and/or odour inducing contaminants in the liquid aluminium sulphate supplied may result in the Council refusing to accept further shipments until such problems are rectified and that the purging of the on-site installation/s be effected at the successful supplier's own cost.

4.5 A Certificate of Analysis must accompany each and every tanker load delivered. (Not to be confused with a Certificate of Conformance).

4.6 The successful Tenderer shall give timeous advice to the Superintendent Water Treatment of any expected variations in the quality of his product.

5 FACILITIES

The Water Treatment Section must be able to inspect and audit the supplier's Manufacturing, Batching and Storage facilities, as well as the Transporter's facilities. Details of the Record keeping, Quality Control, Safety, Health, Risk and Environmental Protection Controls are needed. Documentation and proofs will be required.

6 COMPLIANCE

6.1 To ensure that international standards are maintained, the Stellenbosch Municipality together with its suppliers must, amongst other things, concentrate on the following points:

- quality assurance must be closely monitored

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



- inspection and testing must be carried out on all raw materials, work-in-progress and at final completion
- quality records must be maintained for reference by any credible external body
- standards for packaging, storage and handling of products to be maintained
- products to be identifiable and traceable
- controlling and disposing of non-conformed products to be defined
- settling of disputes and claims arising from non-conforming products received and supplied to be defined
- authorisation of product released to be clear
- letters of compliance to be submitted with products when requested or when necessary
- pre-arranged site surveys of suppliers premises to be conducted at regular intervals.

Tenderers are to carefully consider the above points, many of which may already be strictly adhered to and others may need your attention. Kindly comment in this regard in the covering letter. If the tenderer is already ISO 9001 certified, these points will obviously be part of your system. Indicate under the Pricing Schedule, whether or not you are ISO 9001 certified.

7 SAFETY

- 7.1 Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemicals.
- 7.2 While delivering the liquid aluminium sulphate, the tenderer and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 7.3 The tenderer must describe, in the covering letter, the resources available to him to support himself, the Council and the local community in the event of spillage from the delivery vehicle's load, en route to, or at the treatment plants. (eg. Emergency HAZCHEM response)
- 7.4 The tenderer is required to provide appropriate safety notices, describing the agreed safe procedure to be adopted at the off-loading points as well as HAZCHEM safety information.
- 7.5 An emergency service dedicated to serve the Stellenbosch Municipal area, must be available at all times. This emergency service should incorporate a fully trained team with equipment designed to effectively deal with potential aluminium sulphate emergency situations at any of the Council's installations and which should be available at all times. The cost of such a service must be included in the price of the product.
- 7.6 A Safety Plan covering the Transport, Handling, Emergency Procedures, Security of Supply Contingency Measures, Safe Disposal of non-compliant product and other relevant information such as officials' names and contact numbers must be provided to the Council for acceptance within one month of the commencement of the tender. Once accepted, copies of the Safety Plan must be supplied to the Paradyskloof WTW.
- 7.7 The tender sample will be used throughout the tender period as the reference quality standard for the quality and manufacturing source of the liquid aluminium sulphate. Any deviation from the reference quality standard will not be allowed without written approval from the Stellenbosch Municipality. For the sake of clarity, this means that if the tenderer is not the

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



manufacturer, the tenderer is not at liberty to change manufacturers or sources of the liquid aluminium sulphate during the contract period.

- 7.8 A 6-monthly safety audit/ assessment must be carried out at each site where your product is used to ensure safety compliance.
- 7.9 Material Safety Data Sheets (MSDS) must be provided prior to delivery to site.
- 7.10 Training in the safe handling of your product must be provided to the relevant Stellenbosch Municipality staff, free of charge, as may requested.

8 General

- 8.1 There must be sufficient stock available for items that are used regularly or that essential for operations.
- 8.2 The Stellenbosch Municipality must be a high priority customer and must be treated as such, in other words when a request is submitted to a contractor/supplier, fast response is expected.

9 INFORMATION SCHEDULES

SUPPLY LOGISTICS INFORMATION

This section is used to determine the supply logistics of the sodium aluminate to be delivered to the Paradyskloof Water Treatment Plants. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the liquid aluminium sulphate being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the liquid aluminum sulphate?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
6	Will the transport tankers / containers of the liquid aluminium sulphate be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the aluminium sulphate ISO 9001 certified?			
10	Is the manufacturer of the aluminium sulphate ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of liquid aluminium sulphate?			
12	Does your company have the equipment required for the transfer & off-loading of the liquid aluminium sulphate at the various sites?			
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of liquid aluminium sulphate supplied will meet the required chemical specification:

.....

2. Describe the methodology to be used to ensure that the quantity of liquid aluminium sulphate will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

.....

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



4. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

5. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

6. Where is the storage facility located?

7. Give a brief description of the vehicle fleet that will be used:

8. What is the Capacity of Delivery Road Vehicles?
Tons
Tons
Tons
9. If the delivery vehicles and IBCs are to be used for the delivery of other substances please indicate below:

10. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have be submitted within 7 days of close of tender)

PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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



3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

MATERIAL SPECIFICATIONS (MS) 2

MS.2 SUPPLY AND DELIVERY OF SODIUM ALUMINATE LYE FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

1. INTRODUCTION

Liquid sodium aluminate lye is used as a secondary coagulant for the removal of humic and vulvic acids, other dissolved organics as well as suspended materials in the raw water at the Stellenbosch Municipality's Paradyskloof Water Treatment Works. This tender caters for the supply of sodium aluminate lye for the treatment of water at this site. It must be clearly understood that the tendered prices must include the cost of all arrangements necessary for the actual delivery of the goods into the relevant site, including the cost of transportation, if applicable.

Humic and vulvic acid removal is an important element of the water treatment process, ensuring that water leaving the treatment works is safe and its purity meet the needs of the consumers and complies with legislated standards as per SANS 241.

2. SAMPLING AND ANALYSIS

In cases of dispute, sampling and analysis shall be in accordance with the Stellenbosch Municipality's practices.

3. DELIVERY CONSTRAINTS

- 3.1 Suppliers are to familiarize themselves with the Paradyskloof WTW and access to the plant in order that satisfactory delivery by road tankers can be confirmed. Confirmation of this must be noted in the tender covering letter.
- 3.2 Prior to filling any bulk tank or tanker with sodium aluminate lye liquid destined for the Paradyskloof WTW a Cleanliness Certificate for the tank or tanker and piping, pumps and valves used must be issued, signed off and filed for audit purposes, so as to eliminate the risk of contamination of the sodium aluminate lye liquid.
- 3.3 After filling of the tanker is complete and before the tanker leaves the manufacturing plant, the inlet hatch and the outlet caps on the tanker are to be sealed. The seals are only to be broken once the tanker is ready for off-loading and there is an appointed Council official in attendance to witness the breaking of the seals.

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



- 3.4 Delivery tankers are to have drip and leak free self-powered transfer pumps.
- 3.5 Delivery tankers are to be equipped with “Dry-break” couplings to match the couplings at the treatment plant. No spillage at the transfer points will be tolerated.
- 3.6 Tankers used for delivering liquid sodium aluminate lye should preferably be dedicated to the supply of sodium aluminate lye to prevent contamination. If a non-dedicated tanker is used, then a Cleanliness Certificate must be provided with each delivery of sodium aluminate lye, certifying the fact that the tanker has been inspected after it has been thoroughly cleaned to remove any trace of the previous contents.
- 3.7 Provision for week-end deliveries should be made, but would only be utilized in the case of operational emergencies.
- 3.8 While delivering and transferring the sodium aluminate lye, the supplier and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 3.9 Under normal routine operation, the supplier must be able to make deliveries to the respective plant within 3 days after receipt of an order. In the case of emergencies, which will be rare, the supplier must be able to make emergency deliveries (1 tanker /load) within 1 day of receipt of request/order.
- 3.10 Water demand in the Stellenbosch Municipality area varies significantly with the seasons and therefore so does the requirement for sodium aluminate lye.

4. QUALITY

- 4.1 The liquid sodium aluminate lye must be suitable for use in drinking water treatment and meet the requirements of the Stellenbosch Municipality specification.
- 4.2 In the event of contaminated or sub-specification product being delivered to the plant, the supplier will bear the cost of removing the liquid sodium aluminate lye from Council property and disposing of the solution. Verifiable documented evidence of the legally compliant and environmentally safe disposal of the nonconforming product must be submitted to the Treatment Plant Superintendent. All consequential costs as a result of the off-loading of the contaminated product will also be for the supplier's account.
- 4.3 In the event of contaminated or sub-specification product being delivered the treatment plant the supplier will also bear the cost of flushing, cleaning, repairing, replacing (at the Stellenbosch Municipality's discretion) and re-commissioning all pipelines, pumps and equipment, flow and mass measuring systems and/or other valves and appurtenances.
- 4.4 The liquid sodium aluminate lye must comply to the following specifications:

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

**SPECIFICATION FOR THE CHEMICAL**

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

SUPPLY AND DELIVERY OF SODIUM ALUMINATE LYE		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
colour	straw opaque viscous liquid		
aluminium concentration as Al ₂ O ₃	19.0 to 21.3%		
sodium oxide as Na ₂ O	19.0 to 21.0%		
iron as Fe	0.05% max		
insoluble matter :	0. 2%		
density at 20% :	1.400 to 1.600 g/cm ³		
Product stability	no visible white deposit of aluminium oxide (Al ₂ O ₃) for a period of 6 months		

- 4.5 The liquid sodium aluminate lye shall not contain any toxic or other substance that could taint, contaminate or detrimentally alter in any way the water treated at the plants. The presence of detectable taste and/or odour inducing contaminants in the liquid aluminium sulphate supplied may result in the Council refusing to accept further shipments until such problems are rectified and that the purging of the on-site installation/s be effected at the successful supplier's own cost.
- 4.6 A Certificate of Analysis must accompany each and every tanker load delivered. (Not to be confused with a Certificate of Conformance).
- 4.7 The successful Tenderer shall give timeous advice to the Superintendent Water Treatment of any expected variations in the quality of his product.

5. FACILITIES

The Water Treatment Section must be able to inspect and audit the supplier's Manufacturing, Batching and Storage facilities, as well as the Transporter's facilities. Details of the Record keeping, Quality Control, Safety, Health, Risk and Environmental Protection Controls are needed. Documentation and proofs will be required.

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



6. COMPLIANCE

To ensure that international standards are maintained, the Stellenbosch Municipality together with its suppliers must, amongst other things, concentrate on the following points:

- quality assurance must be closely monitored
 - inspection and testing must be carried out on all raw materials, work-in-progress and at final completion
 - quality records must be maintained for reference by any credible external body
 - standards for packaging, storage and handling of products to be maintained
 - products to be identifiable and traceable
 - controlling and disposing of non-conformed products to be defined
 - settling of disputes and claims arising from non-conforming products received and supplied to be defined
 - authorisation of product released to be clear
 - letters of compliance to be submitted with products when requested or when necessary
 - Pre-arranged site surveys of suppliers premises to be conducted at regular intervals.
- Tenderers are to carefully consider the above points, many of which may already be strictly adhere to and others may need your attention. Kindly comment in this regard in the covering letter. If the tenderer is already ISO 9001 certified, these points will obviously be part of your system. Indicate under the Pricing Schedule, whether or not you are ISO 9001 certified.

7. SAFETY

- 7.1 Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemicals.
- 7.2 While delivering the liquid aluminium sulphate, the tenderer and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 7.3 The tenderer must describe, in the covering letter, the resources available to him to support himself, the Council and the local community in the event of spillage from the delivery vehicle's load, en route to, or at the treatment plants. (eg. Emergency HAZCHEM response)
- 7.4 The tenderer is required to provide appropriate safety notices, describing the agreed safe procedure to be adopted at the off-loading points as well as HAZCHEM safety information.
- 7.5 An emergency service dedicated to serve the Stellenbosch Municipal area, must be available at all times. This emergency service should incorporate a fully trained team with equipment designed to effectively deal with potential aluminum sulphate emergency situations at any of the Council's installations and which should be available at all times. The cost of such a service must be included in the price of the product.
- 7.6 A Safety Plan covering the Transport, Handling, Emergency Procedures, Security of Supply Contingency Measures, Safe Disposal of non-compliant product and other relevant information such as officials' names and contact numbers must be provided to the Council for

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



acceptance within one month of the commencement of the tender. Once accepted, copies of the Safety Plan must be supplied to the Paradyskloof WTW.

- 7.7 The tender sample will be used throughout the tender period as the reference quality standard for the quality and manufacturing source of the liquid aluminium sulphate. Any deviation from the reference quality standard will not be allowed without written approval from the Stellenbosch Municipality. For the sake of clarity, this means that if the tenderer is not the manufacturer, the tenderer is not at liberty to change manufacturers or sources of the liquid sodium aluminate lye during the contract period.
- 7.8 A 6-monthly safety audit/ assessment must be carried out at each site where your product is used to ensure safety compliance.
- 7.9 Material Safety Data Sheets (MSDS) must be provided prior to delivery to site.
- 7.10 Training in the safe handling of your product must be provided to the relevant Stellenbosch Municipality staff, free of charge, as may requested.

8. PACKAGING

1.5 m³ IBC with isolating valve and fitted with a screwable lid to close. The lid should be able to vent.

9. MARKING

- 9.1 Marking on containers must stipulate Sodium Aluminate: batch number, gross mass in kg, net mass in kg, date of manufacture, appropriate hazard label.

10. STORAGE

- 10.1 Keep containers in a well – ventilated area, away from acids.

11. GENERAL

- 11.1 There must be sufficient stock available for items that are used regularly or that essential for operations.
- 11.2 The Stellenbosch Municipality must be a high priority customer and must be treated as such, in other words when a request is submitted to a contractor/supplier, fast response is expected.
- 11.3 After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical.
- 11.4 The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch

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

**INFORMATION SCHEDULES****SUPPLY LOGISTICS INFORMATION**

This section is used to determine the supply logistics of the sodium aluminate to be delivered to the Paradyskloof Water Treatment Plants. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the liquid sodium aluminate being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the liquid sodium aluminate?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the liquid sodium aluminate be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the liquid sodium aluminate ISO 9001 certified?			
10	Is the manufacturer of the liquid sodium aluminate ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of liquid sodium aluminate?			
12	Does your company have the equipment required for the transfer & off-loading of the liquid sodium aluminate at the various sites?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of liquid sodium aluminate supplied will meet the required chemical specification:

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.....

2. Describe the methodology to be used to ensure that the quantity of liquid sodium aluminate will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

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4. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

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5. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

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.....

6. Where is the storage facility located?

.....

.....

7. Give a brief description of the vehicle fleet that will be used:

.....

.....

.....

8. What is the Capacity of Delivery Road Vehicles?

.....Tons

.....Tons

.....Tons

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



9. If the delivery vehicles and IBCs are to be used for the delivery of other substances please indicate below:

10. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have be submitted within 7 days of close of tender)

PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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



MATERIAL SPECIFICATIONS (MS) 3

MS.3 SUPPLY AND DELIVERY OF POWDERED ACTIVATED CARBON FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

1. INTRODUCTION

Powdered activated carbon is mainly used for the removal of colour, odour and taste in the raw water at the Stellenbosch Municipality's Paradyskloof WTW. This tender caters for the supply of Powdered activated carbon for the treatment of water at this site. It must be clearly understood that the tendered prices must include the cost of all arrangements necessary for the actual delivery of the goods into the relevant site, including the cost of transportation, if applicable.

Removal of odour, colour and taste are important elements of the water treatment process, ensuring that water leaving the treatment works is safe and its purity meet the needs of the consumers and complies with legislated standards.

2. SAMPLING AND ANALYSIS

In cases of dispute, sampling and analysis shall be in accordance with the Stellenbosch Municipality's practices.

3. DELIVERY CONSTRAINTS

Suppliers are to familiarize themselves with the Paradyskloof WTW and access to the plant in order that satisfactory delivery by road tankers can be confirmed. Confirmation of this must be noted in the tender covering letter.

- 3.1 Provision for week-end deliveries should be made but would only be utilized in the case of operational emergencies.
- 3.2 While delivering and transferring the supplier and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 3.3 Under normal routine operation, the supplier must be able to make deliveries to the respective plant within 3 days after receipt of an order. In the case of emergencies, which will be rare, the supplier must be able to make emergency deliveries within 1 day of receipt of request/order.
- 3.4 Water demand in the Stellenbosch Municipality area varies significantly with the seasons and therefore so does the requirement for product.

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



4. QUALITY

- 4.1 Must be suitable for use in drinking water treatment and meet the requirements of the Stellenbosch Municipality specification.
- 4.2 In the event of contaminated or sub-specification product being delivered to the plant, the supplier will bear the cost of removing the product from Council property and disposing of the solution. Verifiable documented evidence of the legally compliant and environmentally safe disposal of the nonconforming product must be submitted to the Treatment Plant Superintendent. All consequential costs as a result of the off-loading of the contaminated product will also be for the supplier's account.
- 4.3 In the event of contaminated or sub-specification product being delivered the treatment plant the supplier will also bear the cost of flushing, cleaning, repairing, replacing (at the Stellenbosch Municipality's discretion) and re-commissioning all pipelines, pumps and equipment, flow and mass measuring systems and/or other valves and appurtenances.
- 4.4 The product provided shall conform to the Standard Specification for Powdered Activated Carbon.
- 4.5 Furthermore the product must also comply with the following:

SPECIFICATION FOR THE CHEMICAL

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

SUPPLY AND DELIVERY OF POWDERED ACTIVATED CARBON		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Iodine Number, mg/g	800 min		
Ash, wt%	18 max		
Moisture (As packaged), wt%	8 max		
<100 US Mesh [0.150 mm], wt%	99 min		
< 200 US Mesh [0.075 mm], wt%	95 min		
< 325 US Mesh [0.045 mm], wt%	90 min		

- 4.6 A Certificate of Analysis must accompany each and every tanker load delivered. (Not to be confused with a Certificate of Conformance).

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



- 4.7 The successful Tenderer shall give timeous advice to the Superintendent Water Treatment of any expected variations in the quality of his product.

5. FACILITIES

The Water Treatment Section must be able to inspect and audit the supplier's Manufacturing, Batching and Storage facilities, as well as the Transporter's facilities. Details of the Record keeping, Quality Control, Safety, Health, Risk and Environmental Protection Controls are needed. Documentation and proofs will be required.

6. COMPLIANCE

To ensure that international standards are maintained, the Stellenbosch Municipality together with its suppliers must, amongst other things, concentrate on the following points:

- quality assurance must be closely monitored
- inspection and testing must be carried out on all raw materials, work-in-progress and at final completion
- quality records must be maintained for reference by any credible external body
- standards for packaging, storage and handling of products to be maintained
- products to be identifiable and traceable
- controlling and disposing of non-conformed products to be defined
- settling of disputes and claims arising from non-conforming products received and supplied to be defined
- authorisation of product released to be clear
- letters of compliance to be submitted with products when requested or when necessary
- pre-arranged site surveys of suppliers premises to be conducted at regular intervals.

Tenderers should carefully consider the above points, many of which may already be strictly adhere to and others may need your attention. Kindly comment in this regard in the covering letter. If the tenderer is already ISO 9001 certified, these points will obviously be part of your system. Indicate under the Pricing Schedule, whether or not you are ISO 9001 certified.

7. SAFETY

- 7.1 Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemicals.
- 7.2 While delivering the product, the tenderer and his transport sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plant.
- 7.3 The tenderer must describe, in the covering letter, the resources available to him to support himself, the Council and the local community in the event of spillage from the delivery vehicle's load, en route to, or at the treatment plants. (eg. Emergency HAZCHEM response)
- 7.4 The tenderer is required to provide appropriate safety notices, describing the agreed safe procedure to be adopted at the off-loading points as well as HAZCHEM safety information.

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



- 7.5 An emergency service dedicated to serve the Stellenbosch Municipal area, must be available at all times. This emergency service should incorporate a fully trained team with equipment designed to effectively deal with potential aluminium sulphate emergency situations at any of the Council's installations and which should be available at all times. The cost of such a service must be included in the price of the product.
- 7.6 A Safety Plan covering the Transport, Handling, Emergency Procedures, Security of Supply Contingency Measures, Safe Disposal of non-compliant product and other relevant information such as officials' names and contact numbers must be provided to the Council for acceptance within one month of the commencement of the tender. Once accepted, copies of the Safety Plan must be supplied to the Paradyskloof WTW.
- 7.7 The tender sample will be used throughout the tender period as the reference quality standard for the quality and manufacturing source of the product. Any deviation from the reference quality standard will not be allowed without written approval from the Stellenbosch Municipality. For the sake of clarity, this means that if the tenderer is not the manufacturer, the tenderer is not at liberty to change manufacturers or sources of the product during the contract period.
- 7.8 Material Safety Data Sheets (MSDS) must be provided prior to delivery to site.
- 7.9 Training in the safe handling of your product must be provided to the relevant Stellenbosch Municipality staff, free of charge, as may requested.

8. GENERAL

- 8.1 There must be sufficient stock available for items that are used regularly or that essential for operations.
- 8.2 The Stellenbosch Municipality must be a high priority customer and must be treated as such, in other words when a request is submitted to a contractor/supplier, fast response is expected.

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

**INFORMATION SCHEDULES****SUPPLY LOGISTICS INFORMATION**

This section is used to determine the supply logistics of the powdered activated carbon to be delivered to the Paradyskloof Water Treatment Plants. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the powdered activated carbon being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the powdered activated carbon?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the powdered activated carbon be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the powdered activated carbon ISO 9001 certified?			
10	Is the manufacturer of the powdered activated carbon ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of powdered activated carbon?			
12	Does your company have the equipment required for the transfer & off-loading of the powdered activated carbon at the various sites?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of powdered activated carbon supplied will meet the required chemical specification:

.....

2. Describe the methodology to be used to ensure that the quantity of powdered activated carbon will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

.....

4. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

.....

5. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

.....

6. Where is the storage facility located?

.....

7. Give a brief description of the vehicle fleet that will be used:

.....

8. What is the Capacity of Delivery Road Vehicles?

.....Tons
Tons
Tons

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



9. If the delivery vehicles and IBCs are to be used for the delivery of other substances please indicate below:

10. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have be submitted within 7 days of close of tender)

.....

PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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



MATERIAL SPECIFICATIONS (MS) 4

MS.4 SUPPLY AND DELIVERY OF WHITE HYDRATED LIME FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

1. QUALITY

White Hydrated Lime (crystalline powder)

Hydrated lime is a critical chemical used at the Paradyskloof and Stellenbosch Treatment Plants to adjust the pH and alkalinity of the water at various stages in the treatment process to ensure that the final product supplied continuously meets the legislated SANS 241:2015 drinking water quality standards.

It is important that there are no chemical supply shortages to the various Treatment Plants and that the quality of the hydrated lime continuously meets the purity grade specified.

SPECIFICATION FOR THE CHEMICAL

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

SUPPLY AND DELIVERY OF WHITE HYDRATED LIME		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Ca (OH) ₂	> 93%		
Available Lime as CaO Typical	Min 71%		
CaCO ₃	< 4%		
SiO ₂	< 1.1%		
Sulphur (S)	< 0.03%		
Mg, as MgO	< 1.8%		
Iron (Fe)	< 0.08%		
Aluminium (Al ₂ O ₃)	< 0.4%		
Manganese (Mn)	< 40 ppm		
Cobalt (Co)	< 50 ppm		
Zinc (Zn)	< 50 ppm		
Nickel (Ni)	< 50 ppm		
Copper (Cu)	< 15 ppm		
Chromium (Cr)	< 50 ppm		
Particle size	< 5% retained on 106 ppm		
Free Moisture	< 1%		

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



2. MARKING

Package marking to include:
Hazard identification
Handling instructions including appropriate PPE
Storage instructions

3. SAFETY

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

4. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

5. OFF LOADING

Supplier should provide own labour for the offloading of the 20 kg bags.
Chemical should be neatly packed in a designated area.
The bags should be stacked not more than 8 high on a pallet.

6. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical. Broken lime bags should be thrown either in a container or in the lime hopper with the assistance of the operator on duty.

7. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

INFORMATION SCHEDULES

SUPPLY LOGISTICS INFORMATION

This section is used to determine the supply logistics of the white hydrated lime to be delivered to the Paradyskloof Water Treatment Plant and Stellenbosch Wastewater Treatment Plant. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the white hydrated lime being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the white hydrated lime?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the white hydrated lime be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the white hydrated lime ISO 9001 certified?			
10	Is the manufacturer of the white hydrated lime ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of white hydrated lime?			
12	Does your company have the equipment required for the transfer & off-loading of the white hydrated lime at the various sites?			
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

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



PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of white hydrated lime supplied will meet the required chemical specification:

.....

2. Describe the methodology to be used to ensure that the quantity of white hydrated lime will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

.....

4. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

.....

5. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

.....

6. Where is the storage facility located?

.....

7. Give a brief description of the vehicle fleet that will be used:

.....

8. What is the Capacity of Delivery Road Vehicles?

.....Tons
Tons
Tons

9. If the delivery vehicles are to be used for the delivery of other substances please indicate below:

.....

10. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have be submitted within 7 days of close of tender)

.....

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



PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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



MATERIAL SPECIFICATIONS (MS) 5

MS.5 SUPPLY AND DELIVERY OF CITRIC ACID FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

1. PHYSICAL AND CHEMICAL PROPERTIES

SPECIFICATION FOR THE CHEMICAL

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

SUPPLY AND DELIVERY OF CITRIC ACID		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Form	Crystalline		
Colour	White		
Odour	Odourless		
Odour threshold	Not determined.		
pH-value (100 g/l) at 20 °C	1,6		
Melting point/Melting range	153 °C		
Ignition temperature	1010 °C		
Decomposition temperature	Not determined.		
Self-igniting	Product does not present an explosion hazard		
Density at 20 °C	1,542 g/cm ³		
Bulk density at 20 °C	900 kg/m ³		
Solubility in / Miscibility with water at 20 °C	600 g/l		

2. MARKING

Package marking to include:
 Hazard identification
 Handling instructions including appropriate PPE
 Storage instructions

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



3. SAFETY

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

4. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

5. OFF LOADING

Supplier should provide own labour for the offloading of the 20 kg bags.
Chemical should be neatly packed in a designated area.
The bags should be stacked not more than 8 high on a pallet.

6. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical.

7. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

INFORMATION SCHEDULES

SUPPLY LOGISTICS INFORMATION

This section is used to determine the supply logistics of the citric acid to be delivered to the Stellenbosch Wastewater Treatment Plant. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the citric acid being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
3	Does your company have a storage facility in Cape Town area?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
4	Is your company the transporter of the citric acid?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the citric acid be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the citric acid ISO 9001 certified?			
10	Is the manufacturer of the citric acid ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of citric acid?			
12	Does your company have the equipment required for the transfer & off-loading of the citric acid at the various sites?			
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of citric acid supplied will meet the required chemical specification:

.....

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



2. Describe the methodology to be used to ensure that the quantity of citric acid will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

.....

.....

.....

.....

.....

3. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

.....

.....

.....

.....

4. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

.....

5. Where is the storage facility located?

.....

6. Give a brief description of the vehicle fleet that will be used:

.....

.....

7. What is the Capacity of Delivery Road Vehicles?

.....Tons

.....Tons

.....Tons

8. If the delivery vehicles are to be used for the delivery of other substances please indicate below:

.....

9. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have been submitted within 7 days of close of tender)

.....

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



PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

MATERIAL SPECIFICATIONS (MS) 6

MS.6 SUPPLY AND DELIVERY OF A MULTI CLEANING DISINFECTANT POWDER FOR ABLUTIONS AND SEWER SPILLAGES

1. PHYSICAL AND CHEMICAL PROPERTIES

SPECIFICATION FOR THE CHEMICAL

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

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



		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOUND	AMOUNT	YES	NO
Quantum ammonium compounds	<10%		
Natural pine oil concentration	<10%		
Masking odour	Chlorinated		
Solubility	Shall be able to easily mix with water		
Colour	White powered		
Perfumed	Maximum of 5% (preferable Pine)		
Toxicity	None		
Application	Product must be able to give outstanding odour control performance and be effective against gram positive and gram negative organisms		

2. MARKING

Package marking to include:
 Hazard identification
 Handling instructions including appropriate PPE
 Storage instructions

3. SAFETY

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

4. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

5. OFF LOADING

Supplier should provide own labour for the offloading of the 25 kg bags.
 Chemical should be neatly packed in a designated area.

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



6. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical.

7. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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

**MATERIAL SPECIFICATIONS (MS) 7****MS.7 SUPPLY AND DELIVERY OF POLYELECTROLYTE FOR WASTE WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE****1. INTRODUCTION**

Polyelectrolyte is a high molecular mass powdered polyacrylamide used as a coagulant that enhances the dewatering process of sludge at the specified WWTW's. The thickened sludge is dewatered using a mechanical belt-press. The dewatered sludge is disposed of either to landfill or land application and the recovered water is returned to the heads of the works.

The polyelectrolyte must comply to the following:

SPECIFICATION FOR THE CHEMICAL

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

SUPPLY AND DELIVERY OF POLYELECTROLYTE		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Appearance	white granule		
Molecular weight	10-12 million minimum		
Granule	20 - 100 mesh		
Solid content	90% minimum		
Cationic degree	1-10%		
Dissolving time	1 hours maximum (25°C)		
Insoluble	0.5% maximum		
Monomer free	0.05% maximum		

2. MARKING

Package marking to include:
 Hazard identification
 Handling instructions including appropriate PPE
 Storage instructions

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



3. SAFETY

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

4. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

5. OFF LOADING

Supplier should provide own labour for the offloading of the 25 kg bags.
Chemical should be neatly packed in a designated area.

6. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical.

7. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

INFORMATION SCHEDULES

SUPPLY LOGISTICS INFORMATION

This section is used to determine the supply logistics of the powdered activated carbon to be delivered to the Stellenbosch, Pniel, Klapmuts and Wemmershoek Wastewater Treatment Plants. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the polyelectrolyte being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the polyelectrolyte?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the polyelectrolyte be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the polyelectrolyte ISO 9001 certified?			
10	Is the manufacturer of the polyelectrolyte ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of polyelectrolyte?			
12	Does your company have the equipment required for the transfer & off-loading of the polyelectrolyte at the various sites?			
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of polyelectrolyte supplied will meet the required chemical specification:

.....

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



2. Describe the methodology to be used to ensure that the quantity of polyelectrolyte will be delivered within the quoted time period (e.g. storage facilities, contingencies plans, etc.):

.....

.....

.....

.....

.....

4. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

.....

.....

.....

.....

5. What is the maximum capacity (tonnes) of the local Bulk Storage Facilities?

.....

6. Where is the storage facility located?

.....

7. Give a brief description of the vehicle fleet that will be used:

.....

.....

8. What is the Capacity of Delivery Road Vehicles?

.....Tons

.....Tons

.....Tons

9. If the delivery vehicles and IBCs are to be used for the delivery of other substances please indicate below:

.....

10. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have been submitted within 7 days of close of tender)

.....

.....

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



PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

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

**MATERIAL SPECIFICATIONS (MS) 8****MS.8 SUPPLY AND DELIVERY OF ODOUR CONTROL FOR WASTE WATER WATER TREATMENT WORKS****1. MINIMUM REQUIREMENTS**

The product used must conform to the following classifications, physical proof and Safety Data Sheet must be provided in this document.

SUPPLY AND DELIVERY OF ODOUR CONTROL		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Primary Skin Irritation Study –	Required classification: non irritant		
Primary Eye Irritation Study –	Required classification: non irritant		
Acute Oral Toxicity Study –	Required classification: Rat Oral LD 50: non toxic		
Acute Inhalation Study –	Required classification: non toxic		
Proven successful experiences at Waste Water Treatment Works.	(Please provide reference of municipality of where is used successfully)		
Health and Safety Plan attached			

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



2. SPECIFICATIONS

		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
The chemical should be specifically formulated that the viscosity, water solubility, flash point, rust and foam characteristics are compatible with the dosing system as well as all other surfaces of the plant or people that it will come in contact with.			
Chemical Grade	Is a food grade, water based formulation designed to neutralize malodours associated with waste and wastewater treatment.		
Environmental health issues	Is safe for both enclosed environments as well as open air treatment where workers may be present.		
Hazardous	Non-corrosive, non-caustic.		
pH	pH of the concentrate is 6.5 – 8.0		
Toxicity	Contains non-toxic, food-grade emulsifiers.		
Flashpoint	Has a flashpoint greater than 140F (60°C)		
Resistant to elevated temperatures.			
High enough boiling	Boiling point is approximately equivalent to water.		
Specific Gravity	Between 1.00-1.08		
Hydrocarbon content	Contains no formaldehyde, phosphates, or chlorinated hydrocarbons		
Nitrogenous substances.	None		
Contains ethanol.	None		
Volatile Organic Concentration	The VOC content of the blend should be well below the maximum limit specified of 18% for Air Fresheners as listed in the Air Pollution Control (Volatile Organic Compounds) Regulation.		

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



3. MARKING

Package marking to include:
Hazard identification
Handling instructions including appropriate PPE
Storage instructions

4. SAFETY

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

5. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

6. OFF LOADING

Supplier should provide own labour for the offloading of the 25/200 kg bags.
Chemical should be neatly packed in a designated area.

7. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical.

8. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

PREVIOUS EXPERIENCE / CONTRACTS			
1	Description of contract		
	Client		
	Contact person		
	Contact email address		
	Product supplied		
	Contract period		
2	Description of contract		
	Client		
	Contact person		
	Contact email address		
PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



3	Product supplied	
	Contract period	
	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

MATERIAL SPECIFICATIONS (MS) 9

MS.9 SUPPLY AND DELIVERY OF LIMESTONE PEBBLES FOR WATER TREATMENT AND ANNUAL SAFETY AUDITS FOR EACH SITE WHERE DELIVERY TAKES PLACE

PHYSICAL AND CHEMICAL PROPERTIES

SPECIFICATION FOR THE CHEMICAL

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

SUPPLY AND DELIVERY OF LIMESTONE PEBBLES		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
COMPOSITION	AMOUNT	YES	NO
Lime Stone Pebbles	(10 – 15 mm)		
Solubility	0.001g/100ml		
Specific Gravity	2.72 g/cm ³		
pH	8 – 9		
Calcium Carbonate (CaCO ₃)	80 – 90%		
Calcium (Ca)	34.00 % minimum		

1. MARKING

Package marking to include:
 Hazard identification
 Handling instructions including appropriate PPE
 Storage instructions

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

**2. SAFETY**

Offloading personnel should always wear appropriate PPE prescribed by the MSDS for the specific chemical.

3. CHEMICAL SPILLS

All chemical spills should be reported to the plant superintendent.

4. OFF LOADING

Supplier should provide own labour for the offloading of the bags.
Chemical should be neatly packed in a designated area.

5. HOUSEKEEPING

After offloading the specific area should be cleaned by the supplier to the same standard as to which it was before the offloading of the chemical. Broken lime bags should be thrown either in a container or in the lime hopper with the assistance of the operator on duty.

6. GENERAL

The successful supplier must give a chemical analysis of each batch being delivered. Any batch that is delivered that does not comply with the set spec will be discarded and the suppliers will be responsible to collect the inferior batch.

INFORMATION SCHEDULES**SUPPLY LOGISTICS INFORMATION**

This section is used to determine the supply logistics of the limestone pebbles to be delivered to the Idas Valley Water Treatment Plant. If the tenderer is not the manufacturer or transporter of the product, proof of agreements, certificates and contract arrangements, etc., must preferably be submitted with the tender or within 7 days from date of request.

ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
1	Is your company the manufacturer of the limestone pebbles being offered?			
2	Does your company (if not the manufacturer) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			

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



ITEM	INFORMATION ITEM	PLEASE INSERT YES/NO/NOT APPLICABLE		
3	Does your company have a storage facility in Cape Town area?			
4	Is your company the transporter of the limestone pebbles?			
5	Does your company (if not the transporter) have agreements in place to ensure the specified quality and quantities can be generally guaranteed by the supplier?			
6	Will the transport tankers / containers of the limestone pebbles be used for the delivery of any other products?			
7	Is the transporter company ISO 9001 certified?			
8	Is the transporter company OSHAS 18001 certified?			
9	Is the manufacturer of the citric acid ISO 9001 certified?			
10	Is the manufacturer of the citric acid ISO 14001 certified?			
11	Does your company have verifiable proof of previous experience in the supply and delivery of limestone pebbles?			
12	Does your company have the equipment required for the transfer & off-loading of the limestone pebbles at the various sites?			
13	Does your company have an appropriately qualified Technical Support Team to handle Emergencies and incidents, spillages, injuries, etc. during the transport & delivery operations?			

PART B Supporting Information:

1. Describe the methodology to be used to ensure that the quality of limestone pebbles supplied will meet the required chemical specification:

.....

2. Describe the methodology to be used to ensure that the quantity of limestone pebbles will be delivered within the quoted time period (e.g. storage facilities, limestone pebbles contingencies plans, etc.):.....

.....

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



.....

3. Describe the response methodology for Emergencies (Spillages/ accidents, etc.), State who will respond, the base location, communication set up, equipment & vehicles, etc.

.....

4. What is the maximum capacity (tons) of the local Bulk Storage Facilities?

.....

5. Where is the storage facility located?

.....

6. Give a brief description of the vehicle fleet that will be used:

.....

7. What is the Capacity of Delivery Road Vehicles?

.....Tons

.....Tons

.....Tons

8. If the delivery vehicles are to be used for the delivery of other substances please indicate below:

.....

9. Have representative samples been submitted to the Stellenbosch Laboratory Services? Please indicate Yes or No. (If not, please note that they have been submitted within 7 days of close of tender)

.....

PREVIOUS EXPERIENCE / CONTRACTS		
1	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
2	Description of contract	
	Client	

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



	Contact person	
	Contact email address	
	Product supplied	
	Contract period	
3	Description of contract	
	Client	
	Contact person	
	Contact email address	
	Product supplied	
	Contract period	

MS.10 PUMP STATIONS FAT BREAKDOWN PRODUCT

Stellenbosch Municipality want to source a product that will reduce sludge build-ups and break down of fats, oils and greases that cause clogging and other problems in wastewater pump stations and sewer pipes.

The product must provide durable stable dose treatment over a 30 to 60-day period (references of current applications in similar environments must be attached).

The product must contain multi-strains of bacteria formulated to ensure maximum digestion of fats, oils and greases optimised for BOD/COD removal and enhance multi source odour reduction. Vegetable based binders must provide product stability. Product must be stable for 24 months (shelf life).

The product must be certified to contain only natural Class 1 micro-organisms which are classified non-pathogenic. Genetically modified or deliberately mutated organisms are not acceptable. Disease causing organisms should not be used (form part of product composition). All batches must be certified PATHOGEN FREE. **Certificate of proof to be attached.**

The product must be effective in water with a temperature range of 8 to 46 degrees Celsius, a pH range of 5,6 to 9,6 and have a bacterial count (Bacillus spore blend) of at least 4,2 billion cfu/g.

Prolific enzyme production profile must include cellulase, lipase, protease, amylase and xylanase variants.

The product must be provided in a mass greater than 2kg (tenderer to indicate mass of solid) and in cylinder form in order to be submersed below the water level of a sump 10m in depth. It should also be suitable for location in fixed positions in sewer pipes and wells.

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



SUPPLY AND DELIVERY OF FAT REMOVAL PRODUCT		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
NUTRIENT COMPONENT	DESCRIPTION	YES	NO
Type	Bacterial Blend in Block Form		
Appearance	Solid		
Odour	None		
Effective pH Range	5,6 – 9,6		
Enzyme Profile	Cellulase, Lipase, Protease, Amylase, Xylanase variants		
Strain/Active Type	Bacillus Spore Blend		
CFU	At least 4 billion CFU/gram		
Toxicity	Low; Eye and Skin Irritant		

MS.11 SUPPLY AND DELIVERY OF NUTRIENT MIX FOR ODOUR CONTROL UNITS

Stellenbosch Municipality makes use of odor control units to remove any odour causing pollutants such as Hydrogen Sulfide and volatile organic sulfur products at the inlet works of wastewater treatment plants. In order for the bio-media filter to operate optimally a nutrient mix must be feed continuously in small amount onto the filter media to keep the bacteria alive in order to remove any odour causing pollutants. The nutrient mix must be compatible with current installed Bio-rem equipment.

SUPPLY AND DELIVERY OF NUTRIENT MIX		DOES YOUR OFFER COMPLY WITH THE SPECIFICATIONS	
NUTRIENT COMPONENT	DESCRIPTION	YES	NO
NH ₄ , NO ₃	Nitrogen sources which are immediately available to the microorganisms.		
Total Nitrogen greater than 30mg/L but not more than 20% of mix	Must have sufficient Total Nitrogen in an available and unavailable forms.		
TOC not greater than 30mg/L	Total Organic Carbon to assist with bacterial growth		
Mg, K	Salts are nutritional requirements for bacteria.		
PO ₄	Key nutrient component required for bacterial health.		

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



Biodegradability	Product is water soluble and biodegradable		
pH	Nutrient mix must be effective over a wide pH range		
Nutrient reduction capability	If incoming H ₂ S is 20mg/L the product will reduce it to ≤ 0.2mg/L		
Nutrient reduction capability	If incoming H ₂ S is greater than 20mg/L the product will reduce it to at least 99%		
Secondary odours	It can remove organic sulphides, di-sulphides and volatile fatty acids		
Bio-rem media	Nutrient mix is compatible with bio-rem filter media		

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



B2.1 Pricing Instructions

Pricing Instructions:

2.1.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

2.1.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

2.1.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding. The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price.

2.1.4 All prices shall be tendered in accordance with the units specified in this schedule or the Tenderer may be deemed non-responsive.

2.1.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.

2.1.6 Tendered Prices shall be kept firm for **12 months** as per the pricing schedule. The quantities are an estimation and shall only be used for the purpose of calculating a total in terms of each line item. The municipality is not bound to the quantities in the tender document, hence actual quantities ordered and delivered shall depend on the needs and budget limitations of the municipality. Thus, the municipality reserves the right to amend the quantities at its discretion in order to meet budget limitations

2.1.7 The rates tendered will be evaluated on the estimated volumes as per the pricing schedule. The estimated volumes are for evaluation purposes only.

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



EVALUATION CRITERIA

2.2 Evaluation of Tenders

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations of the Stellenbosch Municipality's SCM.

2.3 NON-RESPONSIVE TENDERS

2.3.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.3.2 The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

2.3.3 The tenderer is prohibited from doing business with the Stellenbosch Municipality in terms of the Abuse Policy.

2.3.4 The tender does not comply with the Specification(s) for the product a bid is submitted

2.3.5 The tender does not comply with the instructions as contained in the Price Schedule (Section B2)

2.3.6 The tenderer does not submit FIRM prices for the 12 months of the contract

2.3.7 The tenderer does not comply with the pricing instruction to price for all items in a group.

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



14. PRE-QUALIFICATION SCORE SHEET

Apart of the specifications for each of the different chemical the other pre-qualification information must also be submitted.

The tenderer shall submit a typical chemical analysis of the product as obtained from the manufacturer to be considered. Product certificates to be submitted with this the tender offer by the closing date.

15. PRODUCT CERTIFICATE			
PRODUCT	SPECIFICATION	CERTIFICATE ATTACHED(TICK)	
ALUMINUM SULPHATE	MS 1	YES	NO
SODIUM ALUMINATE LYE	MS 2	YES	NO
POWDERED ACTIVATED CARBON	MS 3	YES	NO
WHITE HYDRATED LIME	MS 4	YES	NO
CITRIC ACID	MS 5	YES	NO
CHLORIDE OF LIME	MS 6	YES	NO
POLYELECTROLYTE	MS 7	YES	NO
ODOUR CONTROL	MS 8	YES	NO
LIMESTONE PEBBLES	MS 9	YES	NO
PUMP STATIONS FAT BREAKDOWN PRODUCTS	MS 10	YES	NO
NUTRIENT MIX FOR WASTEWATER PLANT ODOUR UNITS	MS 11	YES	NO

The tenderer shall submit a commitment letter from the supplier to confirm ability to supply and deliver the estimated annual quantities to the respective site. In the case where tenderer is the producer of the products then a commitment letter from senior management must be submitted for each product.



16. CONFIRMATION OF SUPPLY				
PRODUCT	SPECIFICATION	Est. Annual Quantity	LETTER ATTACHED(TICK)	
ALUMINUM SULPHATE	MS 1		YES	NO
SODIUM ALUMINATE LYE	MS 2		YES	NO
POWDEREDACTIVATED CARBON	MS 3		YES	NO
WHITE HYDRATED LIME	MS 4		YES	NO
CITRIC ACID	MS 5		YES	NO
CHLORIDE OF LIME	MS 6		YES	NO
POLYELECTROLYTE	MS 7		YES	NO
ODOUR CONTROL	MS 8		YES	NO
LIMESTONE PEBBLES	MS 9		YES	NO
PUMP STATIONS FAT BREAKDOWN PRODUCTS	MS 10		YES	NO
NUTRIENT MIX FOR WASTEWATER PLANT ODOUR UNITS	MS 11		YES	NO

The tenderer shall have at least ONE completed or currently underway project of similar nature to be considered further. The Schedule to be completed for supply of the different chemicals.

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



17.	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 more 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 more space is required.

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


18. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19.	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)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

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



20. 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)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Estimated Annual Quantities and Pricing Schedule for Waste Water Treatment Works:

PRICING SCHEDULE									
#	Description	RATES PER BAG or kg OF PRODUCT (INCLUSIVE OF 15% VAT) as indicated in the description							
		Stellenbosch		Wemmershoek		Klapmuts		Pniel	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
1.	Poly electrolyte for sludge dewatering (25kg)		50 TONS		18 TONS		9 TONS		(TONS
2.	Supply and erection of signage related to		1 SET	N / A		N / A		N / A	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE									
#	Description	RATES PER BAG or kg OF PRODUCT (INCLUSIVE OF 15% VAT) as indicated in the description							
		Stellenbosch		Wemmershoek		Klapmuts		Pniel	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
	Poly electrolyte								
3.	Citric Acid (25 kg)		14 TONS	N / A		N / A		N / A	
4.	Supply and erection of signage related to		1 SET	N / A		N / A		N / A	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE									
#	Description	RATES PER BAG or kg OF PRODUCT (INCLUSIVE OF 15% VAT) as indicated in the description							
		Stellenbosch		Wemmershoek		Klapmuts		Pniel	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
	Citric Acid								
5.	Hydrated Lime (20kg)		2 TONS	N / A		N / A		N / A	
6.	Supply and erection of signage		1 SET	N / A		N / A		N / A	

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CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE									
#	Description	RATES PER BAG or kg OF PRODUCT (INCLUSIVE OF 15% VAT) as indicated in the description							
		Stellenbosch		Wemmershoek		Klapmuts		Pniel	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
	related to Hydrated Lime								
7	Pump Station Fat breakdown products per kg		400 kg						

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NAME OF FIRM			



PRICING SCHEDULE									
#	Description	RATES PER BAG or kg OF PRODUCT (INCLUSIVE OF 15% VAT) as indicated in the description							
		Stellenbosch		Wemmershoek		Klapmuts		Pniel	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
8	Nutrient mix for wastewater treatment plant odour systems per kg		100 kg						

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NAME OF FIRM			



Estimated Annual Quantities and Pricing Schedule for Water Treatment Works:

PRICING SCHEDULE					
#	Description	RATES per (INCLUSIVE OF 15% VAT)			
		Paradyskloof		Idas Valley	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
1.	Hydrated Lime 20kg bag		30 TONS	N / A	N / A
2.	Supply and erection of signage related to Hydrated Lime		1 SET	N / A	N / A
3.	Rate: Liquid Sodium Aluminate price per 1.0 m3 IBC (1.5 ton mass)		24 m3	N / A	N / A

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE					
#	Description	RATES per (INCLUSIVE OF 15% VAT)			
		Paradyskloof		Idas Valley	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
4.	Supply and erection of signage related to Sodium Aluminate		1 SET	N / A	N / A
5.	Rate: Aluminium Sulphate (liquid) price per kg		156 TONS	N / A	N / A
6.	Supply and erection of signage related to Aluminium Sulphate		1 SET	N / A	N/A
7.	Rate: Powered Activated Carbon 20kg bags		9 TONS	N / A	N / A

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE					
#	Description	RATES per (INCLUSIVE OF 15% VAT)			
		Paradyskloof		Idas Valley	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
	Supply and erection of signage related to Powered Activated Carbon		1 SET		
8.	Rate: Limestone Pebbles (1.0 ton bags)	N / A			30 TONS
9.	Supply and erection of signage related to Limestone Pebbles	N / A			1 SET 1 SET
10		N / A			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE					
#	Description	RATES per (INCLUSIVE OF 15% VAT)			
		Paradyskloof		Idas Valley	
		Year 1 (12 months)	Annual Quantities	Year 1 (12 months)	Annual Quantities
11		N / A			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. 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	