

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM: 64/23 RECYCLABLE WASTE COLLECTION, PROCESSING OF THE RECYCLABLE MATERIAL AT A LICENSED MRF AND OFFERING WASTE AWARENESS AND EDUCATION SERVICE UNTIL 30 JUNE 2026

TENDER NUMBER: B/SM 64/23

DESCRIPTION: RECYCLABLE WASTE COLLECTION, PROCESSING OF THE RECYCLABLE MATERIAL AT A LICENSED MRF AND OFFERING WASTE AWARENESS AND EDUCATION SERVICE UNTIL 30 JUNE 2026

CLOSING DATE: 10 July 2023

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

INFORMATION:

Tender Specifications: Patricia Claasen at 021 808 8216 e-mail: Patrica.Claasen@stellenbosch.gov.za

SCM Requirements: Gerald Kraukamp at 021 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

There will be a compulsory site meeting that will be held at the Material Recovery Facility (MRF) off Adam Tas Road, Stellenbosch at **10:00** on the **21 June 2023**. People who do not attend the briefing session **on time**, will not be considered to make an offer.

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

Sealed Tenders, with **"B/SM64/23: RECYCLABLE WASTE COLLECTION, PROCESSING OF THE RECYCLABLE MATERIAL AT A LICENSED MRF AND OFFERING WASTE AWARENESS AND EDUCATION SERVICE UNTIL 30 JUNE 2026."** clearly endorsed on the envelope, must be deposited in the Tender box at 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 and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 80/20 in terms of the approved policy.

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R273.00 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM:64/23
HERWINBARE AFVALINVORDERING EN VERWERKING VAN DIE HERWINBARE MATERIAAL BY 'N
GELISENSIEERDE HRF TOT 30 JUNIE 2026**

TENDER NOMMER: B/SM 64/23

**BESKRYWING: HERWINBARE AFVALINVORDERING EN VERWERKING VAN DIE HERWINBARE MATERIAAL
BY**

'N GELISENSIEERDE HRF TOT 30 JUNIE 2026

SLUITINGSDATUM: 10 Julie 2023

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

NAVRAE:

Tender spesifikasies:: Patricia Claasen by 021 808 8216 e-pos: Patrica.Claasen@stellenbosch.gov.za

Vkb vereistes:: Gerald Kraukamp by 021 808 8519: e-pos: Gerald.Kraukamp@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **21 Junie 2023** om 10:00 by die Herwinbare Material Fasiliteit afdraai van Adam Tas pad, Stellenbosch. Tendersaars wat nie die verpligte inligtingsessie betyds bywoon nie, sal nie in ag geneem word om n aanbod te maak nie.

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

Verseëlde tenders duidelik gemerk: **B/SM 64/23: "HERWINBARE AFVALINVORDERING EN VERWERKING VAN DIE
HERWINBARE MATERIAAL BY 'N GELISENSIEERDE HRF TOT 30 JUNIE 2026**

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. Tendersaanbiedinge 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 and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	20
Totale punte vir prys en B-BSEB	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde 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 tenderdeelnametoelae van **R273.00 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

V7 – 16/01/2023

TENDER NO.: B/SM 64/23

RECYCLABLE WASTE COLLECTION, PROCESSING OF THE RECYCLABLE MATERIAL AT A LICENSED MRF AND OFFERING WASTE AWARENESS AND EDUCATION SERVICE UNTIL 30 JUNE 2026

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 77):	
BBBEE LEVEL	

JUNE 2023

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Patricia Claasen
**Manager: Waste Minimization &
Disposal**
Tel. Number: 021 808 8216



TENDER NOTICE & INVITATION TO TENDER

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NAVRAE:

Tender spesifikasies:: Patricia Claasen by 021 808 8216 e-pos: Patrica.Claasen@stellenbosch.gov.za

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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:	B/SM 64/23	CLOSING DATE:	10 July 2023	CLOSING TIME:	12:00
DESCRIPTION	RECYCLABLE WASTE COLLECTION, PROCESSING OF THE RECYCLABLE MATERIAL AT A LICENSED MRF AND OFFERING WASTE AWARENESS AND EDUCATION SERVICE UNTIL 30 JUNE 2026.				
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	SCM	CONTACT PERSON	Patricia Claasen
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8216
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Patricia.Claasen@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@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, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, 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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STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2.CHECKLIST

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

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



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

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

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5.CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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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 purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

11 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.....



8.MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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



10.MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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 BBEE (must not exceed 100)	100

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.(N/A)

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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

90/10

Where

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

90/10

Where

P_{max} = Price of highest acceptable bid

(b) Promotion of enterprises located in the municipal area (WCO24) **(N/A)**



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

B-BBEE Level of Contributor	Status	Number of Points for 80/20 Preference System	Number of Points for 90/10 Preference Points System
1		20	10
2		18	9
3		16	8
4		12	5
5		8	4
6		6	3
7		4	2
8		2	1
Non-compliant contributor		0	0

- 5.5 A tenderer must submit proof of its BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0



6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality 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 20 points)

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

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

YES		NO	
-----	--	----	--

Business Address -

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		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

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



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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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:			



PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE) (DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (Select one) of the following enterprise and am duly NB! authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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



3. I hereby declare under Oath that:

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

NB!

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

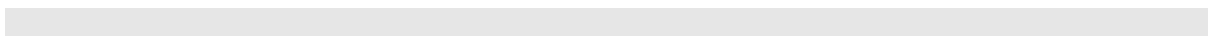
Date:



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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



12.MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



13.MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15.FORM OF INDEMNITY

INDEMNITY

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

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

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

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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



16.SPECIFICATIONS

- 1.1 Stellenbosch Municipality introduced a separation-at-source programme in certain wards in Stellenbosch in order to separate recyclables from general refuse in an attempt to minimise waste disposed at the Stellenbosch Landfill Site.
- 1.2 The Municipality owns a Materials Recovery Facility (MRF) for the processing of this material. The management and operation of this MRF as well as the drop-off on site, will form part of this tender.
- 1.3 The average mass of recyclables collected is approximately 100 tons per month but with improved efficiency in collection, processing of material and improved participation rates this number can be significantly increased.
- 1.4 The Municipality does not guarantee that this tonnage will be available throughout the duration of the contract, as it could vary for various reasons.

2 PROJECT REQUIREMENTS

- 2.1 The service provider must provide the following for the project:

- 2.1.1 Labour for sorting recyclables
- 2.1.2 Staff and tools to manage and operate the MRF and Public Drop Off
- 2.1.3 Vehicle(s) (wet rate including driver(s))
 - Runners
 - 1x or more vehicle/s for the collection of recyclables.

Please note that extra capacity will be needed on Tuesdays because majority of the recyclables are being collected on Tuesdays.

 - 1x vehicle for the supervisor to do inspections and attend to complaints;
 - 1x vehicle to distribute clear refuse bags.

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- Note:** SM will be piloting a programme whereby the 140L wheelie bins will be used to collect recyclable material. The service provider must be able to render the service using either a truck/ refuse compactor.
- 2.1.4 It is up to discretion of the service provider to determine the number of vehicles necessary to service all required areas.
- 2.1.5 Personal protective clothing/equipment
- 2.1.6 Recycling bags for distribution
- 2.1.7 A licensed waste Material Recovery Facility within reasonable distance to Stellenbosch. Authority to utilise the MRF for recyclables from Stellenbosch must be provided.
- 2.1.8 Staff and equipment to run awareness, marketing and publicity campaign(s), and onsite tours.

<u>Scope of work:</u>	PART A - COLLECTION SERVICE
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- 3.1. **Stellenbosch Municipality wants to appoint an experienced service provider to conduct the following functions:**
- 3.1.1 Efficient and effective collection of recyclables within WC024
- (Table 1 shows current schedule)

PRINT NAME:			
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- 3.1.2 Handing out of recyclable bags for participating households and record-keeping thereof;
- 3.1.3 Processing of recyclables and ensuring beneficiation of co-mingled recyclables;
- 3.1.4 Ensuring sustainable job creation for all unskilled workers for this project;
- 3.2 Service provider must be willing to service all areas in WC024.
- 3.3 The **collection schedule** to be implemented by the service provider can be the same as that of the municipality. However, the schedule does not have to correlate with the current municipal schedule shown in Table 1. It may be changed on condition that:
 - 3.3.1 The service provider submits a written request with a motivation to the Municipality;
 - 3.3.2 The request is approved by the Municipality in writing, prior to implementation;
 - 3.3.3 All communication with the public with regards to a change in recycling collection dates is communicated with the public by the service provider at their own cost.
 - 3.3.4 All objections raised by the public due to a change in schedule is communicated to the Municipality in writing within two days of receiving the complaint;
- 3.4 **Additional areas** will be rolled out during this contract. The areas will be rolled out as follow:
 - In Year 1: Groendal, Mooiwater and La Motte
 - In Year 2: Kayamandi North and Kayamandi South
 - In Year 3: Klipmuts and Lanquedoc

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Table 1:
Areas currently being serviced by Stellenbosch Municipalities' separation-at-source programme via a door to door collection service

Weekday	Dec-22	Weight (Tons)
Monday	Uniepark, Karindal, Rozendal	6,54
	Mostertsdrift	7,94
	Simonswyk	
	Universiteitsoord	
Tuesday	Die Boord, Fairways, Die Wingerd,	10,68
	Schuilplaats, Lieberheim, Anesta, Eden,	
	Brandwacht	
	Krigeville	
	Onder Papegaaiberg, Devon Vallei, Devon	9,19
	Park, Kleinvallei	
	La Colline, Die Rand	
	Die Laan	2,78
	Dorp & Station Str	
	Dalsig, Bo-Dalsig	13,56
	Paradyskloof	
	Clement Gold	
Wednesday	Idas Valley, Lindida	12,1
	Arbeidslus (including Rustenberg road to Hydro)	
	Raithby, Winery Road (incl farms and smallholdings) and	9,94
	Rehoboth road	
	Eikestad- & Idas Valley Primary School	
	Uitsig	
	Vredenheim R310, Bein Private Cellar. Annandale Road	
	Techno Park	4,2
Thursday	Cloeterville	11,97
	Brandwach aan River,	
	Agape Retirement Village and DS Botha Street	
	Devon Valley	5,22
	Kylemore	0,48

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Friday	Welgevonden Estate	10,08
	Jonkershoek , and Reserve	
	Blaauwklippen	
	Jamestown	7,35
	Technopark	
	Joostenberg	
	Nooitgedacht, Nooitgedacht Estate	
	Pniel	1,5
	Franschhoek	0,46
	Total	113,99

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- 3.5 **Should the service provider wish to add any additional areas within WC024 to its route it is at liberty to do so on condition that:**
- 3.5.1 The service provider submits a written request to the Municipality; and
 - 3.5.2 The request is approved by the Municipality prior to implementation.
 - 3.5.3 All public awareness raising and marketing with regards to the initiative is communicated with the public by the service provider at their own cost.
- 3.6 **Vehicle(s) (including trailers) used by the service provider for this contract must:**
- 3.6.1 Be in a roadworthy condition;
 - 3.6.2 Be replaced within two hours in the event of a breakdown for service delivery to continue as normal;
 - 3.6.3 Have high railed sides (minimum 1.5m high);
 - 3.6.4 Be free of rust and have a fresh coat of paint;
 - 3.6.5 Make use of a net to cover recyclables during transportation.
- 3.7 All **waste tonnages** collected must be recorded on a weighbridge prior to acceptance at the MRF.
- 3.8 **It is expected of the successful bidder to report accurately the monthly tonnages and waste categories collected, processed and diverted from landfill.**
- 3.8.1 This data may not reach the Municipality no later than the 3rd of each month.
 - 3.8.2 Processed recyclables are to be weighed on dispatch from the MRF prior to delivery to recyclers.
 - 3.8.3 Proof must be provided that all materials collected and processed are beneficiated at registered/licensed/approved recycling facilities.
 - 3.8.4 An allowance of 15% by mass is provided for tailings.
- 3.9 **Tailings** will be disposed of by SM, but tailings exceeding 15% will be for the service provider's cost.

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3.10 It is expected of the contractor to communicate to the Municipality all **complaints** received from the general public regarding recycling collections. Proof of remedial action to be evident in communication related to it.

3.11 The service provider must establish a formal **safety management system** for all staff in the form of an Occupational Health and Safety Plan.

3.12 It is expected of the contractor to arrange **monthly minuted meetings** with relevant officials assigned to this project, and may include an LED/EPWP representative, where all monthly records must be handed in/ sent to the Municipality and performance evaluations completed.

3.13 Contract time period and staff

3.13.1 This contract will be valid for the period from date of award until 30 June 2026.

3.13.2 Employment appointments must be undertaken as follows:

The Contractor must ensure that the unskilled work force is local labour.

- i. Local labour is defined as labour that permanently resides within the WC024 area. It is the Contractor's responsibility to obtain the Stellenbosch Municipality's unemployment database.
- ii. The Contractor will be required to employ all workers utilizing the method applicable and indicated by Stellenbosch Municipality at the time of employment. This will involve obtaining more names than the number of workers required and conducting an interview process.
- iii. The names and contact details of the prospective workers not hired once the appointments are finalized must be retained for use when casual workers are required.
- iv. Any costs involved with the annual selection and appointment process, e.g. hire of a venue to interview candidates will be for the cost of the Contractor.
- v. It must be noted that all planning and appointment of staff must take place prior to the implementation date of this tender.
- vi. Supervisors must be in place for the entire contract period.

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Requirements is Grade 12, with supervisory experience, and must be computer literate. A replacement supervisor, when applicable, shall be suitably qualified to fulfil the role. SM to be informed when such changes takes place.

- vii. Service Providers must be registered with Compensation for Occupational Injuries and Diseases Act (COIDA) and also for Unemployment Insurance (UIF).

viii. **Communication**

The Contractor will be the link between Stellenbosch Municipality, all workers and the community and must therefore take note of and comply with all the communication requirements.

3.14 Record Keeping

- a) The Contractor will be required to maintain full and complete Expanded Public Works Programme (EPWP) statistics on a monthly basis in the prescribed format as amended from time to time. All record keeping requirements of the EPWP must be adhered to and include, inter alia:
- ☐ The issue of formal legal contracts (even for temporary staff)
 - ☐ Certified copy of identity documents for every worker
 - ☐ The keeping of proof of payments made (full pay-slips are required)
- b) For auditing purposes, the above records must be made available to the Stellenbosch Municipality's EPWP representative immediately upon entering into a contract and immediately after payment has been made on a monthly basis. The cost of making copies will be for the contractor's account.
- c) Reporting on IPWIS to be done on a monthly basis. Records to be kept up to date in this regard.

3.15 Protective Clothing

- a) So as to be compliant with the Occupational Health and Safety rules, each worker must be at least provided with the following protective clothing:
- 2 x overalls per year
 - 1 x Pair of heavy duty gloves every 3 months (i.e. 4 pairs per year)
- or as needed
- 1 x Reflective safety bib
 - 1 x Pair of safety shoes
 - 1 x Rain suit
 - Masks

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- b) It is required that the back of the reflective safety bib be branded with the following words: *“Company Name” contracted by the Stellenbosch Municipality / EPWP* and must be worn at all times. A sample of this branding must be submitted to the Stellenbosch Municipality’s LED representative for approval prior to the purchasing of the branded protective clothing.

3.16 The service provider MUST include locally based **Small and Medium Sized Enterprises (SME’s)** operating from a legally compliant premises, or outsource to do the recycling collection.

The service provider will be required to do the following:

- a) Advertise the need of a SME to assist in a specific area;
- b) follow a competitive bidding process and render proof of it to SM;
- c) If no responses/unsuccessful bids received, the service provider may proceed to render the service;

The service provider will be responsible for all services rendered by the appointed sub contracted SME as per this tender requirement.

Data related to such service must be maintained and included in monthly report.

From the date of award the service provider must render the service until the SME procurement process is concluded.

The service provider will have 90 calendar days to finalize the procurement process.

**SCOPE OF WORK: Part B
MANAGEMENT AND OPERATION OF STELLENBOSCH MRF, DROP-OFF AND
ASSOCIATED SERVICES:**

The MRF will be operated to sort through co-mingled dry recyclables collected by the contractor as set out in Part A. The design of the MRF is such that it will rely on manual labour for sorting.

4.1 The facility comprises the following:

- Entrance gate and gatehouse.
- Fully fenced area.
- Weighbridge area (single weighbridge and weighbridge office).
- Material Recovery Facility (MRF) Building.
- MRF fixed sorting and baling equipment.

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- Office and staff facilities (change room, mess room and ablutions).
- Drop-off comprising ramps and bays for containers (containers and transport will be provided by a separate contract).

It is anticipated that at the start of the contract there will be co-mingled dry recyclables per week (comprising inter alia: paper, cardboard, plastic, glass and tin cans). The design capacity of the MRF is 450 Tons per month (20 Tons per day).

4.2 An inception inspection of the facility and equipment will be undertaken by both the contractor and the Municipality prior to handover and occupation of the facility by the contractor. The contractor will have 30 consecutive days from date of occupation to provide a snag list to the Municipality of any item that may need rectification. No modifications to the buildings or fixed equipment will be permitted.

4.3 The contractor will provide a full time site supervisor who will oversee all operations and administration at the facility. Should the need for replacement arise, the Municipality must be informed and the new appointment must have qualification(s) and experience equivalent or better than what is stated in the tender.

4.4 The contractor will ensure that the facility is operated in accordance with all environmental legislation and conditions contained in the waste management license, and legally required.

4.5 The contractor must provide security 24 hours a day to ensure adequate protection of the entire facility including all buildings, equipment and recyclables on site as well as access control during normal working hours. The minimum requirement must comprise four guards during the day and six at night. Security must be provided through a sub-contract with a reputable security company and security guards must be in contact with their control room at all times. They must keep a register of all vehicles entering the site and must check all vehicles entering and leaving the facility. An incident register must be kept up to date by the security guard and all incidents must be reported to both the control room and the site supervisor of the contractor. Incident registers must be available for inspection by the Municipality or by staff authorised by the Municipality to do so. The contractor must not rely on the Municipality to provide any security at the site.

4.6 The contractor will provide the operation of the weighbridge and the provision of a suitably trained weighbridge operator. All co-mingled loads entering the facility, recyclables dispatched for sale as well as tailings leaving the facility must be accurately recorded and a data base maintained by the contractor. Monthly accounts must include all daily data as well as monthly averages of co-mingled recyclables received and the various fractions of recyclables dispatched for sale as well as that dispatched for disposal.

4.7 The contractor will be expected to be responsible for the handling, storage, sorting, baling (if required) and sale of the recovered material. On site storage of recovered recyclables will be limited to that requiring to be stored until a full load is available. It is expected that the contractor will operate the facility as it is intended in an optimum manner

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to reduce waste being disposed at landfills. All non-fixed plant and equipment required for the MRF operations as well as dedicated containers (e.g. for glass and metal etc.) must be provided by the contractor.

4.8 At least one fully trained process controller will be provided to oversee the operation of all equipment in the MRF. Suitable staff will be provided by the Municipality to sort the co-mingled recyclables into its various components. Training must be provided by the contractor. All skilled and unskilled staff will need to be employed by the contractor, either full time or one contract, who will take full responsibility of all human resources, health and safety and unemployment arrangements.

4.9 The total number of staffs working on the facility will need prior approval of the Municipality. It will be the contractor's responsibility to prevent any illegal scavenging both during operational hours as well as after hours.

4.10 The contractor must employ all unskilled labour and, where possible, skilled labour from the Stellenbosch municipal area (WC0024).

4.11 The contractor will be the owner of all recovered recyclable material and all income realised from the sale of the material shall belong to the contractor.

4.12 The contractor will be responsible for the supply of all baling wire to the correct specification as that required for use in the baling machine:

3,19 mm diameter steel wire or proper bailing strapping.

Currently used on machine 19 mm – min. 1100 kg strength polyester strapping rolls,

which come in 500 length per roll.

Machine will require 4 rolls at a time. 4 – horizontal straps per bale.

Approximate length per 1 x strapping 5 m (total req. 4 rolls / 100 bales)

4.13 The contractor will be allowed to produce a maximum of 15% by mass of residual (tailings) waste during the sorting operation calculated on a monthly average.

The tailings are the contaminated fraction that cannot be sold as recyclables and requires disposal. All tailings will be kept separate in a container and must be weighed and recorded when dispatched for disposal from the facility. Full containers of tailings shall be removed from site by the municipality's transport contractor. The cost of transport and disposal of the tailings up to a maximum of mass of 15% per month will be covered by the municipality.

4.14 The contractor will be responsible for the operation of the drop-off facility. This facility is provided for use by residents of the Stellenbosch Municipality (WC0024 area) only. No waste coming in from outside this area will be accepted at the drop-off. In addition, no unsorted waste will be accepted. Only waste delivered in small vehicles (cars, cars and trailers and LDVs) will be permitted to dispose in the drop-off area.

4.15 The contractor will provide at least one staff member at the drop-off facility to assist with the identification of waste and directions of where waste must be offloaded. All containers must be easily identified by signage.

4.16 The contractor will be allowed to salvage recyclables or items for reuse from the containers by sorting through the waste once disposed. Sorting must be undertaken by

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the contractors own staff and recyclables, once sorted, must be moved into the MRF building for further sorting or storage. No scavenging must be allowed.

4.17 Once full, containers must be removed and sent for disposal. The Municipality and the Municipality's transport contractor must be contacted by the contractor. The transport contractor will exchange the full container for an empty one and remove the full container from the facility for disposal. All full loads of waste from the drop-off will need to be weighed and recorded on dispatch. Weighbridge slips of mass being dispatched must be provided to the waste transport contractor as each load leaves the facility.

4.18 The cost of transport and disposal of the waste from the drop-off will be covered by the Municipality. The contractor must supply, once a month a weighbridge prints out of all loads of waste that have been dispatched from the drop-off facility.

4.19 The contractor will need to provide all the necessary personal protective clothing and equipment for all staff working on the premises. A health and safety program will need to be put in place and regular inspections and meetings will need to be undertaken. Inspection and incident reports as well as minutes of meetings will need to be provided to the Municipality.

4.20 The Municipality reserves the right to undertake inspections and audits which are required in terms of waste management license conditions as well as part of contract management obligations of this tender.

4.21 The contractor will be responsible for the routine maintenance of all buildings and fixed equipment. All equipment and buildings must be kept in a clean and sound condition, and in full working order. All breakages, theft and vandalism must be prevented and repairs thereof which are not considered to be normal wear and tear will be for the contractors account.

4.22 Daily maintenance of equipment will need to be undertaken in terms of the suppliers recommended daily, weekly and monthly service intervals (see Annexure 3).

4.23 Repairs and maintenance of the equipment will need to be undertaken by an authorised supplier, three quotes will need to be provided for all repairs for the approval of the Municipality. The provisional sum will be utilised for this expense and needs prior authorisation in writing by the Municipality.

4.24 The contractor will be responsible for all housekeeping which will include:

- (a) maintenance of all unpaved areas and
- (b) for the cleanliness of paved areas including
- (c) storm-water drains and gullies.

(d) annual spraying the roof and cladding with a high pressure hose, and electronic scissor lift

(e) a regular cleaning program will need to be put in place which will set out the required maintenance of all areas.

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4.25 Electricity and water will be provided by the Municipality. The Municipality cannot however guarantee the uninterrupted supply of electricity or water.

4.26 The contractor must provide all cleaning materials and all other expendable items required to undertake this contract.

4.27 The contractor must provide all tools and equipment required to undertake this contract.

4.28 The contractor's staff must not interfere with any activity at the landfill operations, rubble crushing, and green waste chipping or at any other municipal installation e.g. Stellenbosch wastewater treatment works.

4.29 The contractor may not allow any permanent occupation of the site by allowing staff to live on site.

4.30 SM will not be responsible for any cost associated with downtime relating from interruptions to electricity, water or due to equipment break downs.

4.31 On conclusion of the contract the contractor must ensure that the facility, including all buildings and equipment, is handed back to the Municipality in a clean and good condition. All equipment must be in full working order. All documentation including operation and maintenance manuals and all maintenance, service and repair records must be provided, and to the satisfaction of the Municipality. A

close out inspection will be undertaken by the municipality in the presence of the contractor.

17. **SCOPE OF WORK: Part C - EDUCATION AND AWARENESS**

The service provider will be required to run Awareness, Marketing and Publicity Campaign(s). The aim of such a public awareness and education campaign is to increase the participation in the recycling collection programme towards the targeted participation rate.

The primary objectives for the SM are, to:

1. Create awareness by hosting open days at the MRF, have information stand on site, and solicit participation from the residents and businesses.
2. Reduce the amount of waste being landfilled (business and residential focus).
3. Divert recyclables through separation at source (business and residential focus).
4. Increase local waste minimisation targets year on year in support of

PRINT NAME:			
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achieving national waste targets.

5. Initiate schools waste management programmes.
6. Special focus on waste diversion, e.g. E-Waste and Household Hazardous Waste awareness.
7. Create awareness material, subject to the approval of SM.
8. Distributing awareness material.
9. Any other waste management awareness activity and training as requested from time to time.

6. SCOPE OF WORK: PART D – PILOT PROJECTS

The Service provider will be expected to assist in pilot projects identified by SM, which is:

1. Quarterly Swop Shop service to be rendered to the satisfaction of SM,
2. run in Klapmuts, Kayamandi, and Langrug, respectively (see Annexure
3. Waste Picker Integration (see Annexure 2).

Service provider to identify and implement waste picker integration, which should include:

- a) Paying for their materials collected and gathered in a specific area by an appointed person(s);
- b) Method of payment will have to be determined by the service provider;
- c) The maximum number of persons is to be given the opportunity to provide collected recyclables to the service provider
- d) The pick up points must be effectively managed without windblown litter or any other nuisances;
- e) Waste pickers must be provided with a reflective bib indicating their affiliation with the service provider.
- f) Criteria for inclusion in the programme, to be provided to SM.
- g) Enquiries regarding this project will have to be dealt with by the service e provider, or elevated to SM where service provider is unable to address.

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



18. PRE-QUALIFICATION SCORE SHEET

7. PRE-REQUISITES

Bidders who fail to submit any of the appendices requested will be deemed as non-responsive. Appendices may be combined into single documents if clearly indicated.

Bidders must provide:

ITEM	DESCRIPTION	IS THIS ATTACHED AS AN APPENDIX AND/OR COMPLETED?
7.1	A list of at least THREE current or completed recycling projects/ contracts. <u>Evidence:</u> The projects/ contracts must have been taken in the last 5 years. Start and end date, contract, appointment details with contact names and details to be provided.	YES / NO
7.2	Suitable experience of contract manager and site supervisor. <u>Evidence:</u> CV's indicating experience with contactable references, for: Contract Manager - at least 5 years' in a recycling service management environment. Site Supervisor – Grade 12, with supervisory experience, and computer literate.	YES / NO
7.3	Details of tonnage of recyclables received, per day, at a MRF, operated by the bidder, with a minimum of 100 tons per month. <u>Evidence:</u> Record of tonnages received and processed at a MRF operated by the bidder.	YES / NO
7.4	Vehicles to be used should be in a roadworthy condition. <u>Evidence:</u> Photographs taken within the last 2 months, of vehicles to be used for this tender Copy of the licence disc of vehicles to be used for this contract.	YES / NO



ITEM	DESCRIPTION	IS THIS ATTACHED AS AN APPENDIX AND/OR COMPLETED?
7.5	<p>Tenderer will need to be registered as a waste transporter, generator or collector.</p> <p><u>Evidence to be provided:</u></p> <p>Copy of registration certificate/letter issued by registering authority – Stellenbosch or any other valid Municipality registration</p> <p>Copy of SAWIC or IPWIS registration certificate.</p>	YES / NO
7.6	<p>Tenderer will need to be Occupational health and safety compliant.</p> <p><u>Evidence:</u></p> <p>Valid COIDA certificate to be attached.</p>	YES / NO

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



19.SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if 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 (<i>If nil, enter NIL</i>)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			


20.SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

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



23.PRICING SCHEDULE

NOTE:

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

I / We _____ (full
name of Bidder) the undersigned in my capacity as _____ of the
firm _____ hereby
offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of
contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts
indicated hereunder:

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

Please note the following:

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



PRICING SCHEDULE

Item	Monthly Operating Prices	Rate per month Incl. VAT until 30 June 2024	Rate per month Incl. VAT 01 July 2024 to 30 June 2025	Rate per month Incl. VAT J01 July 2025 to 30 June 2026
8.1	PART A: PROVISION OF DRY WASTE COLLECTION SERVICE FOR CO-MINGLED RECYCLABLES - Monthly recycling door to door collection fee which includes but is not limited to:			
8.1.1	Monthly door to door collection fee.	R	R	R
8.1.2	Company branded recycle bags and the distribution thereof, etc.	R	R	R
8.1.3	Appointment of SME (Provisional sum)	R 50 000	R 53 000	R56 180
8.2	PART B: OPERATION OF MATERIALS RECOVERY FACILITY			
8.2.1	24 Hour Security, minimum 4 on dayshift and 4 on night shift	R	R	R
8.2.2	Provision of site supervisor and operational staff.	R	R	R
Item	Monthly Operating Prices	Rate per month Incl. VAT until 30 June 2024	Rate per month Incl. VAT 01 July 2024 to 30 June 2025	Rate per month Incl. VAT J01 July 2025 to 30 June 2026
8.2.3	Operation of MRF, which includes routine maintenance of buildings and equipment.	R	R	R
8.2.4	Weighbridge operations, which include manning of the weighbridge screening of incoming waste, capturing information on computerized system.	R	R	R
8.2.5	Drop-off operations including the manning of the drop-off, screening of incoming waste and recovering of recyclables from the drop-off containers	R	R	R
8.2.5	Provision of Personal Protective Equipment/ Clothing	R	R	R



Item	Monthly Operating Prices	Rate per month Incl. VAT until 30 June 2024	Rate per month Incl. VAT 01 July 2024 to 30 June 2025	Rate per month Incl. VAT 01 July 2025 to 30 June 2026
8.2.6	Provision of routine maintenance, inspections and servicing of all fixed plant: (See Annexure 3)	R	R	R
8.3	PART C – EDUCATION AND AWARENESS			
8.3.1	Distribution of awareness material and open day events/ on- site tours.	R	R	R
8.3.2	Initiate schools waste management programmes. (Rate per school)	R	R	R
8.4	PART D – PILOT PROJECTS – Implementation of pilot projects			
8.4.1	Swop Shop (see Annexure 1)	R	R	R
8.4.2	Waste Picker Integration (see Annexure 2)	R	R	R
8.5	Sub-total monthly operational fees (Part A -D)	R	R	R

8.6	Annual Prices	Rate per month Incl. VAT until 30 June 2024	Incl. VAT 01 July 2024 to 30 June 2025	Incl. VAT 01 July 2025 to 30 June 2026
8.6.1	Annual operational fees (monthly fees brought forward from item 8.5 x 12 months)	R	R	R
8.6.2	Repairs to equipment not allowed for in manufacturer's routine maintenance or service schedule (provisional sum).	R160 000	R180 000	R200 000



8.6.3	Contractors mark up on provisional sum items (8.1.3 plus 8.6.2). _____ %	R	R	R
8.6.4	Total Annual Cost incl. VAT (row 8.6.1 to 3)	R	R	R

Notes:

- 1 As this is a rates based tender the totals will be used for evaluation purposes.
- 2 The rates as tendered will be used for the award.
- 3 The tender period will be from date of award until 30 June 2026.
- 4 The municipality reserves the right to amend the scope and duration as required.
- 5 Stellenbosch Municipality may award this tender for a period of three financial years (until 30 June 2026). This is dependant on budget availability for year 3.

Summary of Pricing Schedule:

DESCRIPTION	PRICE INCL. VAT
Total Annual Cost Year 1 (2023/24)	R
Total Annual Cost Year 2 (2024/25)	R
Total Annual Coast Year 3 (2025/26)	R
Total Cost (Incl. VAT)	R



ANNEXURE 1:

Swop Shop Service:

1. The service provider (SP) is expected to launch and operate a mobile swop shop in low income areas identified during consultation with Stellenbosch Municipality (SM).
2. The service provider to implement the mobile swop shop methodology, as per these specifications, in areas listed below, but also to add additional areas, as a minimum weekly service to each area:
Klapmuts
Enkanini
All other additional areas identified within the Stellenbosch Municipal Area (WC024)
3. On the days of operation:
 - a) The Mobile Swop Shop / Trailer must be parked on an accessible and authorized location close the relevant community on a pre-determined day.
 - b) Residents in the area must voluntarily hand in their recyclables at the mobile Swop Shop/Trailer.
 - c) SP to assess the value of the recyclables handed in and offer the pre-determined reward/payment in return for it.
 - d) Exchange of recyclables for money will not be allowed. This should be clearly stated / made known, to eliminate the expectation to be paid in monetary form.



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- e) SP to ensure that no waste is left in the area where the Swop Shop was operational on any given day.
 - f) Additional areas to be identified and serviced, only as agreed upon by the SP and SM.
-



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ANNEXURE 2:

Waste Picker integration:

The contractor will be required to integrate waste pickers in the municipal recycling stream by means of appointing waste pickers within the various areas in WC024.

The waste pickers will be employed via the appointed contractor to conduct separation and recovery of waste within each identified area.

The contractor to provide assistance to waste pickers by means of :

1. Providing bale bags,
 2. Training
 3. PPE-safety clothes
 4. Collection of recyclables and
 5. Reflector bibs with project information identifiable to the public.
 6. Paying for their materials collected and gathered in a specific area by an appointed person(s);
 7. Method of payment will have to be determined by the service provider;
 8. The maximum number of persons is to be given the opportunity to provide
 9. collected recyclables to the service provider, and not only the appointed waste pickers.
 10. The pick up points must be effectively managed without windblown litter or any other nuisances;
 11. Criteria for inclusion in the programme, to be provided to SM.
 12. Enquiries regarding this project will have to be dealt with by the service provider, or elevated to SM where service provider is unable to address.
-



ANNEXURE 3:

ROUTINE MAINTENANCE - BH25 D - BH 28 D HORIZONTAL BALER

Electrical system

- ☐ Check that indicators are secured and functioning properly. (once a week)
- ☐ Perform a function test of the whole system and working properly. (once a week)

Hydraulic system

- ☐ Check that the entire hydraulic system is working properly.

Check for signs of damage and check for seals, oil leaks. (once a day)

- ☐ Perform a function test of the whole system and working properly. (once a week)
- ☐ Check oil level in glass. (once a day)
- ☐ Check screw connections, hydraulic. hoses, fasteners, tighten if necessary (once a month)
- ☐ Check hydraulic hoses for signs of damage, brittleness (once a month)
- ☐ Replace reverse oil flow filter cartridge approx. every 3-4 months.

Replace reverse flow filter cartridge each time with full oil change.

Mechanical system

- ☐ Clean entire machine - especially remove debris caught up behind the ram (daily)
- ☐ Check if 4 off ram wheels are running free and clean if debris are stuck on. (daily)
- ☐ Check that it is working properly and look for signs of wear and damage. (daily)
- ☐ Check if any damages are on the cutting knives. (chipped) (daily)
- ☐ Visual inspection of welded seams. (monthly)
- ☐ Replace broken retaining springs when broken.

Report if any damage to the equipment or not functioning properly.

MAINTENANCE/ SERVICE SCHEDULE – CONVEYORS

Top Sorting Conveyor - Mechanical Parts

- ☐ Clean complete conveyor/ system and check its functionality, wear and tear and signs of damage.
With hose pipe –clean out debris which are caught inside the belt
Access at rear take up drum, run conveyor on slow speed and with hose pipe nozzle spray out debris. (weekly).
- ☐ Check the conveyor bearings for excessive noise or heating.
- ☐ Lubricate the flange-type bearings of the drive and return rollers. (approx. every 4- 6 weeks under normal working conditions)
- ☐ Check the conveyor belt for signs of damage, straight running and tensions (Daily)
- ☐ Tension up conveyor belt if too loose (on rear drum) (by trained personal)
- ☐ Check the oil level of the gearbox. (monthly)

Oil change after the first 2000 operating hours, therefore after 4000 operating hours interval.

Oil type: Mineral Oil ISO: VG460 -15 to 25 deg. C

Gear box Model NMRV 110 @ 2,2 LTR



Electrical Parts

- ☐ Check that initiators are secured and functioning properly. (daily)
- ☐ Check that all EMERGENCY STOP devises are working properly (weekly).
- ☐ Check cable course and fasteners are secure and are showing of no signs of damage. (Monthly)
- ☐ Check wiring, buttons, switches etc. in control cabinet (every 12 weeks).

Damaged or faulty electrical cables must be replaced with new ones immediately.

Incline Feed Conveyor (Chain Type)

- ☐ Clean complete conveyor/ system and check its functionality, wear and tear and signs of damage.
- ☐ Check the conveyor bearings for excessive noise or heating.
- ☐ Lubricate the flange-type bearings of the drive and return rollers. (approx. every 8 weeks under normal working conditions)

Check the conveyor belt for signs of damage, straight running and tensions (weekly).

Lubricate the conveyor chain - both sides (weekly). Brush oil onto chain

If chains are not fitted with an Oil Drip Lube system. (Optional)

- ☐ Tighten up conveyor belt if too loose (on rear drum) - by trained personal only.
- ☐ Check and tighten, if necessary, all fixing bolts/nuts – mainly conveyor steel cross flights which are bolted on the two conveyor chains. (monthly)
- ☐ Clean out waste debris out of conveyor pit (weekly)
- ☐ Open up conveyor lower covers on Incline Section- check for caught up debris and clean out (weekly)
- ☐ Check the oil level of the gearbox. (monthly)

Oil change after the first 3500 operating hours, therefore after 4000 operating hours interval.

Oil type: EP 220 or equivalent

Siemens Gear box Model FZAD @ 4 LTR

Electrical Parts

- ☐ Check that initiators are secured and functioning properly.
- ☐ Check that all EMERGENCY STOP devises are working properly (weekly).
- ☐ Check cable course and fasteners are secure and are showing of no signs of damage. (Monthly)
- ☐ Check wiring, buttons, switches etc. in control cabinet (every 12 weeks).

Damaged or faulty electrical cables must be replaced with new ones immediately.



24.DECLARATION BY TENDERER

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

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

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

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

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

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