



1. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. B/SM 30/17

B/SM 30/17: MAINTENANCE AND OPERATION OF PUBLIC ABLUTION FACILITIES AT FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS

Stellenbosch Municipality hereby invites offers from suitably qualified and experienced service providers for the following services/goods: **B/SM 30/17: Maintenance and Operation of Public Ablution Facilities at Franschhoek and Klappmuts Informal Settlements.**

Bid 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, 1st Floor, Room no.121, Plein Street, Stellenbosch, upon payment of a non-refundable deposit of R250 per document.

Any enquiries can be directed to the following officials:

Bid Specifications: Tracy Wehr (021 – 808 8240)
SCM Requirements: Gerald Kraukamp (021-808-8519)

Sealed bids, with: **“B/SM 30/17: Maintenance and Operation of Public Ablution Facilities at Franschhoek and Klappmuts Informal Settlements.”** clearly endorsed on the envelope, must be deposited in the bid box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. Bids may only be submitted on the bid documentation issued by Stellenbosch Municipality.

The bid box is accessible 24 hours a day and bids must be accompanied by the complete set of bid documents. Bids not accompanied by a complete bid document, will not be considered.

The closing date and time for the bid is as follows:

Date: 11 October 2016
Time: 12H00

Bidders must ensure that all requirements of relevant legislation are adhered to.

Bids are subject to the Conditions of Contract and will be evaluated in accordance with the Supply Chain Management Policy, Preference Procurement Regulations, 2011, relevant specification and functionality as depicted in the document. The preferential points system applied is as follows:

Price	90
B-BBEE status level of contribution	10
Total points for Price and B-BBEE	100

Bids must be valid for a period of **90 days** after the closing date.

Late, electronic format or faxed bids will not be considered and the Stellenbosch Municipality does not bind itself to accept the lowest, part of or any bid.

R BOSMAN
Act MUNICIPAL MANAGER



TENDER NO.: B/SM 30/17

**MAINTENANCE AND OPERATION OF PUBLIC ABLUTION FACILITIES AT
FRANSCHHOEK AND KLAPMUTS INFORMAL SETTLEMENTS
PROCUREMENT DOCUMENT**

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 52):	<u>Rates based tender</u>

September 2016

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Tracy Wehr
**Principal Technician: Water &
Sewer Reticulation**
Tel. Number: **021 – 808 8420**



TENDER DETAILS						
TENDER NUMBER:	Tender No. B/SM 30/17					
TENDER TITLE:	Maintenance and Operation of Public Ablution Facilities at Franschhoek and Klapmuts Informal Settlements					
CLOSING DATE:	11 October 2016	CLOSING TIME:	12h00			
SITE MEETING:	DATE:	N/a	TIME:	N/a	COMPULSORY:	N/a
SITE MEETING ADDRESS:	N/a					
CIDB GRADING REQUIRED:	N/a	LEVEL AND CATEGORY:	N/a			
BID BOX:	SITUATED AT: Stellenbosch Municipal Building, Plein Street, Stellenbosch. The bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:						
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.:			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
PLEASE NOTE: 1. Tenders that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality.						
ENQUIRIES MAY BE DIRECTED TO:			CONTACT PERSON	TEL. NUMBER		
1. TECHNICAL ENQUIRIES			Tracy Wehr	021 – 808 8420		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS			Gerald Kraukamp	021 – 808 8519		



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



2. CHECKLIST

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

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate - Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
MBD11 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
OHASA (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	
Specifications - Is the form duly completed and signed?	Yes	No	
Pre-Qualification Criteria - Is the form duly completed and signed?	Yes	No	
Schedule of Work Experience of Tenderer - Is the form duly completed and signed?	Yes	No	
Schedule of Plant and Equipment - Is the form duly completed and signed?	Yes	No	
MBD 7.2 (Contract form – Services) - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
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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. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such

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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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.

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- 8.6. 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.
- 8.7. 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.
- 8.8. 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.

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- 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.

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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.

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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

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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

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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)

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6. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **EXCLUSIVE of VAT**.
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. This bid will be evaluated and adjudicated according to the following criteria:
 - 7.1. Relevant specifications
 - 7.2. Value for money
 - 7.3. Capability to execute the contract
 - 7.4. PPPFA & associated regulations

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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.

a. Tax Compliance Status (TCS) Pin as of 18 April 2016

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing. As a result, bidders who are not in possession of an original Tax Clearance Certificate must issue the municipality with the following:

1.	Tax Clearance Certificated printed for SARS E-filing	
2.	Tax Reference Number:	
3.	Tax Compliance Status Pin:	

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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
7. If bidder is registered on Stellenbosch Municipality supplier's database; that contains an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page won't be needed.
8. Non-adherence to points 3 or 7 above will invalidate your offer.

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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	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
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 –*

1. *a member of –*
 - i. *any municipal council;*
 - ii. *any provincial legislature; or*
 - iii. *the National Assembly or the National Council of Provinces;*
2. *a member of the board of directors of any municipal entity;*
3. *an official of any municipality or municipal entity;*
4. *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);*
5. *a member of the accounting authority of any national or provincial public entity; or*
6. *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

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES 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, 2011.

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- 1.1.2. the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contribution.

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

	POINTS
1.4.1. Price	90
1.4.2. B-BBEE status level of contribution	10
Total points for Price and B-BBEE must not exceed	100

1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. The Municipality 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 Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No. 46 of 2013;



- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act No. 53 of 203);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“QSE”* means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.15. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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



4. POINTS AWARDED FOR PRICE

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

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

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

Where:

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION



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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE <i>(Tick applicable box)</i>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification <i>(Tick applicable box)</i>	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



STELLENBOSCH
 STELLENBOSCH • PNIEL • FRANSCHHOEK
 MUNICIPALITY • UMASIPALA • MUNISIPALITEIT



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 contribution indicated in paragraph 6 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1. The information furnished is true and correct;
 - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - 9.4. If the B-BBEE status level of contribution 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 –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 9.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - 9.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - 9.4.5. forward the matter for criminal prosecution

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



10. 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:			



11. 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.



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- 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.



12. 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) - (To be signed in the presence of a Commissioner of Oaths)

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)
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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13. MBD 11 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)

1.1.	Work(s) performed / goods delivered within timeframes specified
1.2.	Work(s) performed / goods delivered within financial framework specified
1.3.	Acceptable quality of work(s) performed / goods delivered
1.4.	OTHER:
	(a)
	(b)
	(c)
	(d)
	(e)

I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.

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 / item(s) specified in the tender document and that the price 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.

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



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:	



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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:	



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1 Employer's Objectives

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

1.2 Overview of the Works

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

1.3 Extent of the Works

The Works require a contractor to clean in and around existing shared water points, wash basins and ablution facilities and do plumbing work if and when required to ensure the optimal operation of these shared facilities. The intended cleaning and maintenance work shall be undertaken on a daily basis over a period of approximately **twenty four (24) months**. The Stellenbosch Municipality reserves the right to increase or decrease period of maintenance work which will be communicated to the Contractor well in advance of the scheduled date.

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

1.4 Site Location

The site location and extent of the works/facilities to be serviced under this contract are summarized in the Scope of Works below.

1.5 Site Facilities

No offices or storage facilities are available on site for the use of the Contractor. An area on site may be made available to the Contractor for the erection of a plant holding area, if so required for execution of the Contract. The Contractor shall provide his own ablution facilities for his staff.

1.6 Water Supply

The Contractor may make use of the existing water points that are being serviced under this contract, but shall do so sparingly and in line with the municipalities' water



conservation requirements. Should no water connection be available on site, temporarily or otherwise.

1.7 Electricity

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

1.8 Staff Housing

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

1.9 Site Maintenance and Record Keeping

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

The Contractor shall provide and maintain hard-cover A4 maintenance files of work done for the duration of the Contract. All schedules, checklists, maintenance record, and monthly reports shall be filed, together with the information regarding repairs exceeding the Contractor's liability.

1.10 Access to Properties and Infrastructure

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

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

1.11 Treatment of Existing Services

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

1.12 Damage to Services

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

1.13 Labour, Plant, Materials and Equipment

Only competent personnel that have been adequately trained by the Contractor shall execute maintenance work. All tools, equipment and materials required for cleaning of the facilities shall be provided by the Contractor at his own cost. All materials required for maintenance of the ablution facilities shall be provided by Stellenbosch Municipality (e.g. taps cisterns and fittings for plumbing repairs and replacement). Equipment and tools used to carry out the works shall be SABS approved of high quality, in working order and comply with the Specifications. All plant, tools and equipment shall comply with the requirements as stipulated in the National Environmental Management Act 107 of 1998 and Occupational Health and Safety Act 85 of 1993 and the Construction Regulation



2014 issued in terms of the Act. The Contractor shall ensure compliance with these specifications and if requested by the Employer, shall prove compliance at his own cost.

1.14 Contractor's Responsibility in terms of the OHS Act

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

2. SCOPE OF WORKS:

Maintenance, operation and cleaning of public ablution facilities and wash areas at various informal settlements in A) Franschhoek and B) Klappmuts, that include the following:

A. FRANSCHHOEK:

1. Langrug

- a) Nine (9) x ablution buildings
- b) Eleven (11) x kayaloos
- c) Ten (10) x single toilets
- d) All washing areas
- e) All standpipe areas

2. Mooiwater

- a) Two (2) x kayaloos
- b) Four (4) x single toilets
- c) All washing areas
- d) All standpipe areas

3. Circus Grounds, Franschhoek

- a) Two (2) x ablution buildings

B. KLAPMUTS

1. "Deurgangskamp", Klappmuts

- a) Two (2) x kayaloos
- b) Two (2) washing areas
- c) All washing areas
- d) All standpipe areas

2. Mandela City informal settlement

- a) Two (2) x kayaloos
- b) Two (2) washing areas
- c) All washing areas
- d) All standpipe areas

Note: Non-compliance with the Specification will invalidate your offer

3. PARTICULAR SPECIFICATIONS

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

3.1 Applicable Standards for the Execution of the Works



- a. The tenderer will employ the local people at no less than the minimum wage prescribed in the latest Government Gazette for Contract Cleaning in Area A. The tenderer shall endeavor to employ people from the Municipality's unemployment database in terms of its EPWP project. Only where the tenderer is unable to identify satisfactory employees from the list, will it be allowed to source local people by another means. This will however be done in consultation with the Municipality's LED department.
- b. All workers must come from the area serviced by the specified ablution facilities. (e.g the labourers employed for cleaning of toilets in Zone J shall be people that live in Zone J).
- c. The organization or contractor shall/may not be profit driven, but community development driven.
- d. The duration of the project will be for a **twenty four (24) months** continuous period.
- e) All Works shall be carried out in full compliance with the National Building Regulations and SABS Codes and Practices and also in accordance with good engineering practice.
- f) The appointed Contractor will be responsible to ensure that work quality is in accordance with the specified standards.
- g) The acceptance of any other product will rest entirely with the Employer and submission of alternatives by the Contractor must comply with the full specifications as stated.
- h) A site meeting for this project will not be compulsory, but the bidder should visit and familiarize him/herself with the locality, conditions, size and layout of the ablution facilities.

3.2 Supply of Materials

- a. All materials required for maintenance, repairs and replacements at the facilities will be provided by Stellenbosch Municipality. (e.g. taps, cisterns and fittings for plumbing repairs)
- b. All tools, equipment and materials required for cleaning of the facilities shall be provided by the Contractor at his own cost.
- c. All material shall be of high quality, new, SABS approved and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used.
- d. Where there is a standardisation mark for any material, all such material supplied shall bear the official standardisation mark.
- e. Wherever in the Specifications or Pricing Schedule a specific Trade or Manufacturer name is being used, it will be interpreted with the suffix "or similar approved" whether expressly stated or not.

4. PROJECT SPECIFICATION:

Throughout the contract documents the terms Scope of Works and Project Specifications are synonymous. The Works set out in the Specification below shall apply for all ablution and



potable water facilities and are to be allowed for in the Rates. Refer to the List of Ablution Facilities specified in the Description of The Works above.

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

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



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ITEM NO	PROJECT SPECIFICATIONS FRANSCHHOEK AND KLAPMUTS ABLUTIONS	YES (X)	NO (X)
4.	Tenderer will provide all protective clothing and equipment to workers on site to protect them from conditions on site.		
5.	Working days, Monday to Friday from 08H00 to 17H00. Saturday and Sunday, 6 (six) hours per day, starting from 08H00 to 14H00.		
6.	Permanent cleaners should be a total of minimum eleven (11) workers and not be paid less than minimum wage as per Government Gazette. A minimum of two (2) labourers shall be assigned to service the Klapmuts area and nine (9) labourers to be utilized for the Franschhoek area. Any quotation that is less than the minimum wage prescribed in the latest Government Gazette will not be considered		
7.	One (1) x Plumber/Handyman should services both areas Klapmuts and Franschhoek and shall be on site as per working days and hours prescribed in Item 5 and will perform the following functions: (a) do necessary repairs and replacements (b) supervise workers (c) other construction to accommodate sewage, grey water and storm water (d) installation of new standpipes and washing areas All construction will be coordinated by Water Services representatives. (Refer to items 3 and 5 above)		
8.	Provide proof of Plumber/ Handyman's qualification and previous work experience. CV must be attached. (Refer to section on Functionality points)		
9.	Bidders are expected to provide a cost breakdown in terms of : (a) Labour (b) Equipment (c) Plant Labour quotations that are less than the minimum wage prescribed in the Government Gazette will not be considered. Bidder shall attach a calculation guideline to support calculation for labour wages (i.e. Government Gazette and/or Industrial Council extract.) Refer to Pricing Schedule		
10.	All tools and equipment should be supplied by tenderer and will be required to adhere to the Occupational Health and Safety Act (Act No. 85 of 1993)		
11.	Provide proof of Occupational Health and Safety document for quality assurance purpose.		
12.	Chemical usage for cleaning:		



ITEM NO	PROJECT SPECIFICATIONS FRANSCHHOEK AND KLAPMUTS ABLUTIONS	YES (X)	NO (X)																				
12. (a)	<p>The successful bidder shall provide a report on the utilization of chemicals to Stellenbosch Municipality on a monthly basis.</p> <p>a) All cleaning material and chemicals should be provided and included in the rates and should be of at least similar, or else better quality, than those used by Stellenbosch Municipality and must comply with ISO 9002 industrial chemical standards.</p> <p>b) Provide the names, specifications, application and quantities of chemical intended for use on this project. Also consider the following instructions when purchasing chemicals:</p> <ul style="list-style-type: none"> • Typical chemical should be highly concentrated deep cleaner, disinfectant and deodorizer • It must be able to destroy germs whilst the strong cleaning action removes even the most obstinate urine stains and rusted-iron water marks <p>Typical composition should be:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Substance</th> <th style="text-align: left;">Cas #</th> <th style="text-align: left;">UN #</th> <th style="text-align: left;">Risk Phrases</th> <th style="text-align: left;">Safety Phrases</th> </tr> </thead> <tbody> <tr> <td>Benzalkonium chloride and or;</td> <td>63449-41-2</td> <td>3267</td> <td>R22, 34, 50</td> <td>S: (2), 36, 37, 39, 45, 61</td> </tr> <tr> <td>Phosphoric acid and or;</td> <td>7664-38-2</td> <td>1805</td> <td>R34</td> <td>S:(1/2), 26, 45</td> </tr> <tr> <td>Hydrochloric acid</td> <td>7647-01-0</td> <td>1050</td> <td>R23, R35</td> <td>S: (1/2), 36, 37, 39, 45</td> </tr> </tbody> </table> <p><u>Risk and Safety description</u></p> <ul style="list-style-type: none"> • R22 Harmful if swallowed • R23 Toxic by inhalation • R34 Causes burns • R35 Causes severe burns • R50 Very toxic to aquatic organisms • S1 Keep locked up • S2 Keep out of reach of children • S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice • S36 Wear suitable protective clothing • S37 Wear suitable gloves • S39 Wear eye/face protection • S45 In case of accident or if you feel unwell, seek medical advice immediately and show the label where possible • R61 Avoid release into the environment <p>Attach chemical specifications and application ratios as part of the methodology requested. Any quotation that is submitted without these attachments will not be considered.</p>	Substance	Cas #	UN #	Risk Phrases	Safety Phrases	Benzalkonium chloride and or;	63449-41-2	3267	R22, 34, 50	S: (2), 36, 37, 39, 45, 61	Phosphoric acid and or;	7664-38-2	1805	R34	S:(1/2), 26, 45	Hydrochloric acid	7647-01-0	1050	R23, R35	S: (1/2), 36, 37, 39, 45		
Substance	Cas #	UN #	Risk Phrases	Safety Phrases																			
Benzalkonium chloride and or;	63449-41-2	3267	R22, 34, 50	S: (2), 36, 37, 39, 45, 61																			
Phosphoric acid and or;	7664-38-2	1805	R34	S:(1/2), 26, 45																			
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ITEM NO	PROJECT SPECIFICATIONS FRANSCHHOEK AND KLAPMUTS ABLUTIONS	YES (X)	NO (X)
12 (b)	It is expected that the Contractor must use at least 5 litres of a diluted chemical per small block and 10 litres per large block when cleaning on daily basis. Regular use will result in toilets and ablution blocks being clean, germ free and pleasant smelling. In extreme cases the dilution ratios should be modified to suit required application and cleaning.		
12 (c)	Proof of chemical purchase and usage will be provided to Municipal Representative before monthly payment can be authorized.		
13.	List of all employees with proof of their personal documents and attendance registers must be submitted before monthly payments can be authorized.		
14.	The typical repairs and replacements as per Item 3 must be performed by the plumbers/handyman on site but this does not limit them from attending to other possible repairs on site as and when required. Note that if same personnel are used, no additional cost will be applicable.		
15.	The Contractor shall take readings of existing water meters at each ablution facility where a water meter is installed and shall report reading to Stellenbosch Water Services on a monthly basis.		
16.	The service required will be for a period of twenty four (24) months but can be terminated within 30 calendar day's written notice by Stellenbosch Municipality.		
17.	The contract will be deemed to be breached if the appointed Contractor fails to comply with one or more of the requirements listed in the specifications.		
18.	Penalties for non- performance will be calculated and subtracted on the following basis:		
18.1	Actions and repairs listed in item nr. 3 will have a maximum down time allowed of seven days. Exceeding this limit will result in a reduction of R500 per day for the first 3 days and R1000 per day thereafter.		
18.2	Informal inspections will be held on a daily basis to inspect all actions listed under Item nr. 2 and 3 are carried out. These inspections will be carried out after 11h00 to allow enough time for cleaning. Exceeding a total of five unsatisfactory inspections per month and failure to perform actions listed under Item nr. 2 and 3 will result in a penalty of R2500 per cycle for that specific month. Nonperformance could result in more than one cycle per month and more than one penalty of R2500.		
18.3	Formal inspection will be held at month end by a designated representative from Water Services. Five sites (ablution blocks) will be inspected and if found unsatisfactory will result in a penalty of R2500 for that specific month.		
19	The following detailed documentation must be provided to score the bidders functionally:		
19.1	Resource availability and methodology: (a) Plumber/Supervisor (attach CV as per Specification) (b) Transport and equipment (c) Methodology		
19.2	Previous experience: Proof of similar services to other municipalities or organizations		



17. PRE-QUALIFICATION SCORE SHEET

* Proof of Contactable References is required, as indicated below, and must accompany each proposal.

1. TECHNICAL EVALUATION OF TENDERERS:

1.1 Pre-qualifying criteria

- a. Tenderers must adhere to the following minimum criteria in order to be considered for this tender. Tenderers which do not adhere to the below will not be considered for further evaluation:
- b. Tenderer must have at least one qualified plumber. The plumbers CV and a copy of their Certification must be submitted with the tender document.
- c. The tenderer must have access to a utility vehicle/"bakkie", for use in this contract. A copy of road worthy certificate or license to be attached to the tender document. Where a tenderer will be hiring the needed transportation, proof of such a lease agreement must be submitted with the tender document.

1.2 Functionality:

Minimum percentage for functionality is 70%.

Bids lower than 70% will not be considered for further evaluation.

ITEM	FUNCTIONALITY	CRITERIA	POINTS
1.	Experience of Supervisor	Experience in the supervising/managing of staff and projects of a similar nature	25
2.	Available Equipment	Cleaning Equipment (e.g. hose pipes, rodding equipment, etc.) available for use in the contract	15
3.	Methodology	Methodology and indication of how the bidder's resources (e.g. transportation, equipment, staffing etc.) will be utilized.	20
4.	Previous company experience	Proof of similar services to other municipalities or organizations	40

In order to assess the Tenderers capability and capacity to provide, service and maintenance of chemical toilets within the Stellenbosch jurisdiction, the following information shall be submitted.



1. Experience of Supervisor

- a. Curriculum Vitae of the Supervisor of not more than 3 pages should be attached to the tender. The CV should be structured under the following headings:
- i. Personal particulars
 1. name
 2. date and place of birth
 3. place (s) of tertiary education and dates associated therewith
 4. professional awards (if applicable)
 - ii. Qualifications (degrees, diplomas and grades of membership)
 - iii. Name of current employer and position in enterprise
 - iv. Overview of post graduate / diploma experience (year, organization and position)
 - v. Outline of assignments / experience that has a bearing on the scope of work (knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.)

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	No general or relevant experience related to the scope of works.
Satisfactory (SCORE 70)	Has limited experience (1 year or less) in a supervisory capacity and has experience related to the scope of work
Good (SCORE 90)	Has extensive experience (more than 1 year but less than 3 years) in a supervisory capacity and has experience related to the scope of work
Very Good (SCORE 100)	Has outstanding experience (more than 3 years) in a supervisory capacity and has experience related to the scope of work

2. Available Equipment

Provide the list of equipment needed when cleaning public facilities and to perform minor repairs. Estimate the quantity and provide proof or guarantee that the equipment will be available immediately when the tender is awarded.

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	No equipment indicated
Satisfactory (SCORE 70)	Equipment to be used is indicated, but is limited to that used in general cleaning. No indication of the equipment to be used for minor repairs (including plumbing).
Good (SCORE 100)	Equipment to be used for both general cleaning and minor repairs is indicated

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



3. Methodology

Bidders must indicate what resources (human and others) that they have available and intend allocating to this project, and on what basis, if successful. This will include the required staff as per item no.6 & 7 of the specification, equipment to perform the required work on site and transport to be used to collect material at Beltana Depot for all minor repairs.

Bidders must provide or describe the cleaning procedure (methodology) that they will follow when cleaning these ablution blocks, the chemical specifications and application must be provided in this section.

Methodology should include:

- Daily work procedures will include every day to “do list”.
- Administration including attendance registers, daily inspection sheets, fault reporting, bookkeeping of materials used etc.
- Application of chemicals, specification, dilution ratios, quantities to be used etc.
- Schedule of available resources (e.g. list of all cleaning equipment, number operational staff (including supervisor and organogram), vehicles to be utilized, etc).

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

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (SCORE 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic.
Good (SCORE 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Very Good (SCORE 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

4. Previous Company Experience

Tenderers should briefly describe his or her experience in similar work performed and complete the Schedule of Company Experience, listing all contracts of a similar nature that have been successfully completed in the past or that are underway at present.



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SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	Tenderer has less than 1 years' experience in general cleaning and maintenance operations, but nothing related to this specific scope of works and site conditions.
Satisfactory (SCORE 70)	Tenderer has between 1 to 3 years' experience in general cleaning and maintenance operations, and at least one project of a similar nature, conditions and circumstances.
Good (SCORE 100)	Tenderer has more than 3 years' experience in general cleaning and maintenance operations, and more than one project of a similar nature, conditions and circumstances.

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



20. 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.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.

QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.

QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if mores space is required.

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



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/Consulting Engineer" (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if 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. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

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

PRICING SCHEDULE:

- Offer to be valid for 90 days from the closing date of bid.
- Prices must be firm for the period specified.
- If Bidder is not VAT registered the amount before VAT and after VAT will remain the same.

Please Note: Stellenbosch Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budgetary constraints.

	Total Cost (including VAT)	Total Cost (Excluding VAT)
a. Material and Equipment		
B. Labour		
C. Transportation and Plant		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



(Services)

Description	Quantity (months)	Rate per month (R) (Excluding VAT)	Rate per month (R) (Including VAT)	Total Cost (R)
A. Material and Equipment				
1. Chemicals (minimum 1200L/month, undiluted)	24			
2. Equipment	24			
Sub-total A: Total cost for Material and Equipment				
B. Labour				
1. Team of eleven (11) cleaners/workers	24			
2. One (1) plumber/handyman	24			
3. Monthly rate for one (1) additional cleaner /worker	1			(Rate only)
4. Monthly rate for one (1) additional plumber/handyman	1			(Rate only)
Sub-total B: Total cost for Labour				
C. Transportation and Plant				
1. Transportation and Plant	24			
Sub-total C: Total cost for Plant and Transportation				
TOTAL COST (sub-totals A+B+C) Excl. VAT				
Add 14% VAT				
TOTAL COST Incl. VAT (carried forward to MBD 3.1)				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

- NOTE:**
1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
 2. **NO** correction fluid/tape may be used.
 3. 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.

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Stellenbosch Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number "**B/SM 30/17: Maintenance and Operations of Public Ablution Facilities at Franschhoek and Klipmuts Informal Settlements**"., at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2011
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - RENDERING OF SERVICES
PART 2 (to be completed by STELLENBOSCH MUNICIPALITY)

1. I, _____,
 in my capacity as _____,
 accept your bid under reference number _____ dated _____,
 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE STELLENBOSCH MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		



25. 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	