



**TENDER NO.: B/SM 111/26**

**OFF-SITE DISPOSAL OF SLUDGE AT VARIOUS WASTEWATER TREATMENT  
WORKS AT STELLENBOSCH MUNICIPALITY, FOR A CONTRACT PERIOD  
ENDING 30 JUNE 2027**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT) <i>(refer to page 70):</i></b>			
<b>BBBEE LEVEL</b>			
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>YES</b>	<b>NO</b>

**DATE: MAY 2026**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Retief Ras**  
**Senior Professional Officer:**  
**Waste Water Treatment:**  
**Infrastructure Department,**  
**Water Services**

Tel. Number: **021 808 8258**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 111/26 OFF-SITE DISPOSAL OF SLUDGE AT VARIOUS WASTEWATER TREATMENT WORKS AT STELLENBOSCH MUNICIPALITY, FOR A CONTRACT PERIOD ENDING 30 JUNE 2027**

TENDER NUMBER: **B/SM 111/26**  
DESCRIPTION: **OFF-SITE DISPOSAL OF SLUDGE AT VARIOUS WASTEWATER TREATMENT WORKS AT STELLENBOSCH MUNICIPALITY, FOR A CONTRACT PERIOD ENDING 30 JUNE 2027**  
CLOSING DATE: **03 June 2026**  
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

**INFORMATION:**

**Tender Specifications:** Retief Ras at 021 808 8258: e-mail: [Retief.ras@stellenbosch.gov.za](mailto:Retief.ras@stellenbosch.gov.za)  
**SCM Requirements:** Bulelwa Dolomba at 021 808 8521: e-mail: [Bulelwa.dolomba@stellenbosch.gov.za](mailto:Bulelwa.dolomba@stellenbosch.gov.za)  
**Office hours for collection:** **08h00-15h30**

A Compulsory Clarification Meeting via Virtual will be held on **22 May 2026 at 11:00** The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Retief Ras at [Retief.ras@stellenbosch.gov.za](mailto:Retief.ras@stellenbosch.gov.za) the necessary contact details (email address and cell phone number) at least 48 hours prior (**20 May 2026 at 11:00**) to the meeting to enable to set up a virtual meeting. The department will forward the link.

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

Sealed Tenders, with "**B/SM 111/26 OFF-SITE DISPOSAL OF SLUDGE AT VARIOUS WASTEWATER TREATMENT WORKS AT STELLENBOSCH MUNICIPALITY**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract (GCC) , Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b>10</b>
<b>Locality</b>	<b>10</b>
<b>Total points for Price, B-BBEE and locality</b>	<b>100</b>

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

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

Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management



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*Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 345.00 per document.*

**Note:** The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)

**MUNICIPAL MANAGER**

**TENDER KENNISGEWING**



**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 111/26  
AFVALVERWYDERING VAN SLYK BY VERSKEIE RIOOLSUIWERINGSWERKE BY STELLENBOSCH  
MUNISIPALITEIT VIR 'N KONTRAKPERIODE WAT EINDIG OP 30 JUNIE 2027**

**TENDER NOMMER:** B/SM 111/26  
**BESKRYWING:** AFVALVERWYDERING VAN SLYK BY VERSKEIE  
RIOOLSUIWERINGSWERKE BY STELLENBOSCH MUNISIPALITEIT VIR 'N  
KONTRAKPERIODE WAT EINDIG OP 30 JUNIE 2027

**SLUITINGSDATUM:** 03 Junie 2026  
**TYD VAN SLUITING:** 12h00. Tenders sal oopgemaak word in die Raadsaal of in die  
Voorsieningskanaalbestuurs Raadsaal.

**NAVRAE:**

**Tender spesifikasies:** Retief Ras at 021 808 8258: e-mail: [Retief.ras@stellenbosch.gov.za](mailto:Retief.ras@stellenbosch.gov.za)  
**Vkb vereistes:** Bulelwa Dolomba by 021 808 8524: e-pos: [Bulelwa.Dolomba@stellenbosch.gov.za](mailto:Bulelwa.Dolomba@stellenbosch.gov.za)

**Kantoor Ure:** 08h00-15h30

'n Verpligte inligtingsessie Virtuele of sal op **22 Mei 2026 om 11:00** gehou word . Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tendersaars moet toesien dat hulle die "App" aflaai en Retief Ras at [Retief.ras@stellenbosch.gov.za](mailto:Retief.ras@stellenbosch.gov.za) minstens 48 uur (**20 Mei 2026 om 11:00 vm**) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Die departement sal die skakel aanstuur. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëld tenders duidelik gemerk: "**BSM111/26 BUIITE TERREIN VERWYDERING VAN SLYK BY VERSKEIE AFVALWATERSUIWERINGSWERKE BY STELLENBOSCH MUNISIPALITEIT, VIR 'N KONTRAKTYDPERK EINDIG 30 JUNIE 2027**", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooid stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes (GCC). Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

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

<b>Prys</b>	<b>80</b>
<b>BBSEB status</b>	<b>10</b>
<b>Ligging</b>	<b>10</b>
<b>Totale punte vir prys en B-BSEB</b>	<b>100</b>

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n*



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*nie-terugbetaalde tenderdeelnemefooi van R 345.00 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

**Let wel:** Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

**MUNISIPALE BESTUURDER**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 111/26	CLOSING DATE:	03 June 2026	CLOSING TIME:	12:00
DESCRIPTION	OFF-SITE DISPOSAL OF SLUDGE AT VARIOUS WASTEWATER TREATMENT WORKS AT STELLENBOSCH MUNICIPALITY, FOR A CONTRACT PERIOD ENDING 30 JUNE 2027				



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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	

7. NAME AND SURNAME OF RESPONSIBLE PERSON	
---	--

8. CAPACITY UNDER WHICH THIS BID IS SIGNED	
--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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DEPARTMENT	Finance (SCM)	CONTACT PERSON	Retief Ras
CONTACT PERSON	Bulelwa Dolomba	TELEPHONE NUMBER	021 808 8258
TELEPHONE NUMBER	021 808 8521	E-MAIL ADDRESS	<a href="mailto:Retief.ras@stellenbosch.gov.za">Retief.ras@stellenbosch.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Bulelwa.dolomba@stellenbosch.gov.za">Bulelwa.dolomba@stellenbosch.gov.za</a>		



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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

DATE

.....



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



**2. CHECKLIST**

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

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



**3. VIRTUAL MEETING CERTIFICATE**

Virtual meetings declaration:

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

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

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



**4. AUTHORITY TO SIGN A BID**

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

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

**OR**

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

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

**OR**

**2. COMPANIES AND/OR CLOSE CORPORATIONS**

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a COPY of the resolution attached?	YES		NO	
---------------------------------------	-----	--	----	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



OR

**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:	

OR

**4. CONSORTIUM**

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

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

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



**5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**This returnable schedule is to be completed by JOINT VENTURES**

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

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

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

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

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

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

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

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



## 6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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



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

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



#### 14. Spare parts

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

- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

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

#### 16. Payment

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

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

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

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

#### 17. Prices

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

#### 18. Variation orders

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

#### 19. Assignment



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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

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

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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



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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

#### **26. Termination for insolvency**



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

## 27. Settlement of Disputes

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

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

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

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

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

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

## 28. Limitation of liability

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

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

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

## 29. Governing language

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

## 30. Applicable law

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

## 31. Notices

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

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

## 32. Taxes and duties

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

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

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



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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices.**

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

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

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

*General Conditions of Contract (revised July 2010)*



## 7. GENERAL CONDITIONS OF TENDER

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

**PLEASE NOTE:**

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



**7. Negotiations for a fair market related price**

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

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

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

**9 Service Level Agreement**

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

**10 Centralised Supplier Database**

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

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

**Centralised Supplier Database No. MAAA.....**



**8. MBD 4 – DECLARATION OF INTEREST**

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

3.1.	Full Name of bidder or his or her representative								
3.2.	Identity Number								
3.3.	Position occupied in the Company (director, shareholder <sup>2</sup> 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:								

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> "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.



<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
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 <sup>3</sup> 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			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2023 – PURCHASES/SERVICES 80/20**

**NB:**  
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>LOCALITY (See definitions)</b>	10
<b>Total points for Price, BBEE and Locality (must not exceed 100)</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;





Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

**4.3 POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24) .



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

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

5.5 A tenderer must submit proof of its BBEE status level contributor.

5.6 A tenderer failing to submit proof of BBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

<b>Locality of supplier</b>	<b>Number of Points for 80/20 Preference Points System</b>
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0



**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 points)  
 (Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?.

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Business Address - .....  
 .....  
 .....

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

**8. SUB-CONTRACTING**

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		



Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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



- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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



**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS**

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

\_\_\_\_\_  
 I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-                         <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>



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

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the Revenue was R10,000,000.00 (Ten Million Rands) or less **NB!**
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the



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prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp  
 Date:

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

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

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



**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>	<b>Yes</b>	<b>No</b>
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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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:			



## 10. 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).<sup>4</sup> 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:

<sup>4</sup> 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 consortium<sup>5</sup> 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:			

<sup>5</sup> 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.



**11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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**12. 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:	



**13. 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:	



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



**14. SPECIFICATIONS**

**1 BACKGROUND**

In terms of the Wastewater treatment operations, it is required to remove, transport and/or reuse or dispose dewatered wastewater sludge on a regular basis in order to manage all wastewater solid waste disposals effectively.

In terms of National Environmental Management Waste Act 59 of 2008, it is a requirement that the waste holder should take all reasonable measures to ensure that the waste is treated and disposed of in an environmentally sound manner. In addition, the waste should be managed in such a manner that it does not endanger public health or the environment or cause a nuisance through noise, odour or visual impacts.

The Wastewater Treatment works of Stellenbosch Municipality produce wastewater sludge as a byproduct of the treatment process.

The wastewater sludges are classified into two main groups: raw sludge and treated sludge. The raw sludge would consist of raw primary sludge. The treated sludge would consist of digested secondary sludge.

**2 SCOPE OF WORKS**

The scope includes continuous removal, transportation and/or reuse disposal of dewatered wastewater sludge from Stellenbosch, Wemmershoek, Pniel and Klapmuts Wastewater Treatment Works (WWTW).

Sludge application to this tender involves the removal, transportation and disposal of belt press dried sludge from the various wastewater treatment works to a sludge processing plant for beneficial use. The acceptable beneficial use may include (but not limited to) energy recovery, brick making or composting. Land application (e.g. in terms of ploughing) is not allowed within this tender.

**NOTE: THE TENDERER TO CLEARLY INDICATE THE TYPE BENEFICIATION AS DIFFERENT REQUIREMENTS ARE APPLICABLE TO EACH OF THE DISPOSAL METHODOLOGIES.**

PRINT NAME:			
CAPACITY:		Name of firm	
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### 3 SLUDGE PRODUCTION

#### 3.1 WASTEWATER SLUDGE PRODUCTION

The figures given below are approximations of the quantity of dewatered wastewater sludge to be removed on a monthly basis. The volumes can however not be guaranteed.

**TABLE APPROXIMATE QUANTITIES DEWATERED SLUDGE FOR LAND APPLICATION OR BENEFICIAL USE**

WORKS	Estimated tons per month	FREQUENCY OF SERVICE
Stellenbosch Long 18.49308 Lat 33.56389.	690	Continuous
Wemmershoek Long:19.071389 Lat:- 33.832443	160	Continuous
Klapmuts Long:18.858292 Lat:-33.80321	150	Continuous
Pniel Long:18.959513 Lat:-33.904161	150	Continuous
Ad hoc	10	As and when required

#### 3.2 DATA COLLECTION

3.2.1. The Contractor must submit a proof of safe disposal of wastewater sludge at an **at a sludge processing facility**, with all the necessary authorization.

Proof of safe disposal should contain (but not limited) the following information:

- a) daily quantities (m3 or tons) of dewatered wastewater sludge removed from each wastewater treatment works,
- b) daily quantities (tons) of dewatered wastewater sludge – to be weighted at calibrated weigh bridge.

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- c) Sludge applied at an appropriate land and/or at a sludge processing facility as approved by Stellenbosch Municipality
- d) quantity (number/amount) of containers removed per day from each wastewater treatment works,
- e) quantity (number/amount) of containers placed per wastewater treatment works
- f) proof of the total cycle of handling the dewatered wastewater sludge which shall include time, date at a point of collection and disposal.
- g) name and location (which shall include but not limited erf number, camp/farm name, camp/farm number, area (ha), coordinates of the area ploughed, distance of nearest public activity and waterway, where available address or street name of the farm) of land where dewatered wastewater sludge is applied
- h) period (times and dates of commence and completion) of application of dewatered wastewater sludge
- i) control measures in place to prevent nuisance including but not limited to fly breeding, odour and dust generation.

**3.2.2. A general summary of the work to be carried out under this contract is as follows:**

Obtaining all the necessary permits for the collection and disposal of sludge including the conducting of Environmental Impact Assessments etc. if required.

Disposal tonnages of each load to be provided to Stellenbosch Municipality. Disposal site shall have a calibrated weigh bridge not exceeding calibration intervals of 1 year.

Removal of sludge from the Stellenbosch, Wemmershoek, Pniel and Klapmuts Wastewater Treatment Works.

The sludge must be transported and disposed of in terms of the relevant legal requirements and Government regulations via:

- National Environmental Management Act, 1998 (Act No 107 of 1998).
- Environmental Conservation Act, 1989 (Act No 73 of 1989).

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- National Water Act, 1998 (Act No 36 of 1998).
- Water Services Act, 1997
- New National Environmental Management: Waste Act, 2008
- National Environmental Management: Air Quality Act, 2004
- National Health Act, 2003
- Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste: (Second Edition) 1998
- DWAF Guidelines for the Utilisation and Disposal of Waste Water Sludge (Volumes 1 to 5)
- Hazardous Substances Act, 1973 (Act No 15 of 1973)
- Fertiliser, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No 36 of 1947).
- Conservation of Agricultural Resources Act, 1983 (Act No 43 of 1983)
- Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
- National Road Traffic Act, 1996 (Act No 93 of 1996)
- Road Traffic Act, 1989 (Act No 29 of 1989)

**Ad Hoc Sludge Removal**

There is a possibility that sludge might need to be disposed of at a Hazardous Waste Disposal Facility. The since hazardous waste disposal is not the core of the contract, the disposal agreement at Hazardous Waste Disposal Facility with the **necessary environmental authorisations** as well as quantities (volume/tonnage) that can be applied to the land or treatment capacity of treatment facility will only be requested if it becomes necessary to dispose sludge at a hazardous waste disposal facility.

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**4 GENERAL**

- 4.1 The contract shall be until 30 June 2027 with the commencement date of the contract when the Employer indicates when the current upgrade at each plant is complete and ready to produce dewatered sludge.
- 4.2 Validity period of tender/quotation; **180 days**
- 4.3 Time, date and venue of site/clarification meeting;

**5 TECHNICAL REQUIREMENTS**

No testing of the quality of sludge by the Contractor is required under this Specification. The table below depict the sludge quality from different wastewater treatment works.

The Contractor is at liberty to perform his own control testing of the solids content or other properties of the sludge as may be required. If he disputes the results obtained by the Stellenbosch Municipality, the laboratories must perform an analysis on a split sample to resolve the discrepancies. The Contractor shall be required to remove all sludge from the plant regardless of its solid’s concentration or chemical analysis.

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Sample Date		21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25
Sample ID		KL1	KL2	KL3	PNI	PN2	PN3
Feacal Coliforms * #	counts per lg	54730	122481	106846	4393	8304	9952
Helminth Ova * #	Viable Helminth ova / 4 g dry weight	<1	<1	<1	<1	<1	<1
Potassium as K Soluble ions(wet)	mg/kg	499	469	440	164	176	186
Nitrate + Nitrite as N *	mg/kg	<1	<1	<1	<1	<1	<1
Total Nitrogen water *	mg/kg	10242	9245	7242	25919	1621	2588
pH (Lab) (20°C)		7	7.2	7.1	7.2	7.1	7.1
Kjeldahl Nitrogen as N *	mg/kg	10242	9245	7242	25919	1621	2588
Total Phosphorus as P *	mg/kg	18175	17628	17046	12388	14321	13612
Suspended Solids	mg/l	172497	177595	165129	170342	163490	165623
Volatile Suspended Solids *	mg/l	138946	143132	133610	134916	134593	131820
Potassium as K Total (dry) *	mg/kg	7891	7728	7618	4015	4627	4401
% Moisture *	%	83	82	83	83	83	83
Nickel as Ni Total (dry)	mg/kg	12	12	11	15	17	16
Mercury as Hg	µg/kg	127	125	179	176	209	194
% Solids *		17	18	17	17	17	17
Arsenic as As Total (dry)	mg/kg	6	6	6	4	5	5
Cadmium as Cd Total (dry)	mg/kg	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Cobalt as Co Total (dry)	mg/kg	<2.0	<2.0	<2.0	<2.0	2.4	<2.0
Chromium as Cr Total (dry)	mg/kg	25	25	24	33	37	35
Copper as Cu Total (dry)	mg/kg	78	77	74	131	155	145
Lead as Pb Total (dry)	mg/kg	11	11	10	14	16	16
Zinc as Zn Total (dry)	mg/kg	574	572	547	618	737	694
Volatile Fatty Acids * #	mg/kg	4600	10300	9700	9900	9300	8000
% Volatile *	%	13.9	14.3	13.4	13.5	13.5	13.2

  

Sample Date		21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25	21 Oct 25
Sample ID		ST1	ST2	ST3	WH1	WH2	WH3
Feacal Coliforms * #	counts per lg	8696	15534	9600	388802	304926	382318
Helminth Ova * #	Viable Helminth ova / 4 g dry weight	<1	<1	<1	<1	<1	<1
Potassium as K Soluble ions(wet)	mg/kg	247	265	286	916	929	931
Nitrate + Nitrite as N *	mg/kg	5.2	6.1	6.9	<1	<1	<1
Total Nitrogen water *	mg/kg	2964	4019	3733	3072	4652	4679
pH (Lab) (20°C)		6.8	6.8	6.7	6.4	6.4	6.5
Kjeldahl Nitrogen as N *	mg/kg	2583	4013	3726	3072	4652	4679
Total Phosphorus as P *	mg/kg	23356	19954	22431	18578	18692	18807
Suspended Solids	mg/l	172829	171008	169085	174342	178136	180724
Volatile Suspended Solids *	mg/l	129319	139027	126353	138674	139320	143678
Potassium as K Total (dry) *	mg/kg	9749	8380	9521	7141	7179	7130
% Moisture *	%	83	83	83	83	82	82
Nickel as Ni Total (dry)	mg/kg	17	15	16	8.6	8.4	8.7
Mercury as Hg	µg/kg	359	238	228	113	103	108
% Solids *		17	17	17	17	18	18
Arsenic as As Total (dry)	mg/kg	7	5	6	4	4	4
Cadmium as Cd Total (dry)	mg/kg	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Cobalt as Co Total (dry)	mg/kg	3.4	2.9	3.4	<2.0	<2.0	<2.0
Chromium as Cr Total (dry)	mg/kg	34	29	32	25	26	26
Copper as Cu Total (dry)	mg/kg	168	141	158	130	132	132
Lead as Pb Total (dry)	mg/kg	18	16	16	11	11	11
Zinc as Zn Total (dry)	mg/kg	538	451	509	458	469	462
Volatile Fatty Acids * #	mg/kg	10100	8500	7400	8300	16800	18100
% Volatile *	%	12.9	13.9	12.6	13.9	13.9	14.4

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**6 STAFF/EQUIPMENT**

The Contractor shall at all times have sufficient staff and resources as stated in the tender submission available to execute the work in order to ensure continuous operations at the wastewater treatment facilities. Stellenbosch Municipality will not accept poor workmanship and unreliableness. All plant, equipment and machinery made available for use under this contract shall be in sound working condition. All Tenderers are to clearly list in detail all plant, equipment and machinery which is currently in their ownership, hired and any form of agreement AND/OR partnership entered into between parties with intent to use for the execution of this contract.

Only 10m<sup>3</sup> carrying containers that are watertight to be used to convey wastewater solids off site. For billing purposes, it must be noted that no other container carrying capacity will be allowed during the period of this contract. Accept Pniel that current making use of 6m<sup>3</sup>. 6m<sup>3</sup> skips shall be utilized at Pniel WWTW.

**7. WORKING ENVIRONMENT**

All areas must be checked by the **Tenderer** to satisfy himself/herself of the areas to be serviced. The Tenderer must be fully aware of the operations at the wastewater treatment works as the quality and quantity of dewatered wastewater sludge cannot be guaranteed.

The **Contractor** shall ensure before leaving the treatment works site, that there is no material on the outside of the receptacle or on the vehicle that may fall off while the vehicle is being driven on public, privately owned or on-site roads. Like-wise when leaving the final disposal site, the contractor shall ensure before leaving the site, that there is no material on the outside of the receptacle or on the vehicle that may fall off while the vehicle is being driven on public, privately owned or on-site roads.

If at any time, the wastewater solids fall or spills or illegally dumped on any road and/or land, then the Contractor must immediately clear up such wastewater solids and remove it to their disposal site. If the **Contractor** does not remove such material within 4 hours from the time of being notified and/being aware of such spill or illegally dumped material.

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**8. SERVICE DELIVERY PERIOD**

The **Contractor** shall not take longer than 12 hours from the time of order and or a request for collection of dewatered wastewater sludge for the specific wastewater treatment facilities.

**Note:** The Tenderer shall be aware of all existing, revised, proposed and new applicable regulatory requirements and other rules, guidelines and regulations covering its activities in connection with this service.. sludge that affect its operations

For the purpose of the Occupational Health and Safety Act No. 85 of 1993, the **Contractor** is in every respect responsible for compliance with the provisions of the OHAS Act. The Tenderer shall be required to provide Health and Safety Plan for removal transportation and disposal of dewatered wastewater sludge.

The provisions of the Road Traffic Act 93 of 1996 must be adhered to. The **Contractor** is to ensure compliance with the provisions of the National Environmental Management: Waste Act 59 of 2008 and its amendments. All articulated trucks transporting wastewater sludge shall be in full compliance with Road Traffic Act requirements, fully insured, and in safe operating conditions. It is the responsibility of the Tenderer to ensure that each container is loaded to the proper weight.

The Contractor shall ensure training on health and safety awareness of its personnel within the wastewater environment. The **Contractor** shall ensure that their staff is fully aware of the health and safety risks of coming into contact with the wastewater solids. Accredited Health and Safety Training of the Contractor’s personnel shall be provided by the Contractor on the within the first 5 working days of the commencement of the contract. The Accredited Health and Safety Training shall be provided at the **Contractor’s own cost**. Evidence of conducting health and safety training must be submitted to the Project Manager responsible for this contract within ten working days from the date of the commencement of the contract.

A Contractor shall be liable for the damage of any of the Stellenbosch Municipality’s assets and/or properties caused by the contractor. The Contractor should replace to its original condition or state.

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



**9. LOADING AND TRANSPORTATION OF SLUDGE**

The transport operator/driver/workers must be supplied by the Contractor with the appropriate Hazchem placards which should be properly fitted to the vehicle.

In order to ensure protection against effect of an accident, the Contractor must ensure that adequate steps are taken to minimise the effect of an accident or incident which may have on the public and on the environment. This might include, but not limited to, incident/spillage cleaning teams or contracts.

All road accidents must be reported to the Department of Transport on the prescribed documentation within 24 hours from time of occurrence and a full report should be sent to the Local Authorities, the Competent Authority, the Stellenbosch Municipality and the Department of Environmental Affairs within 7 working days.

The Tenderer shall be able to accept and handle wastewater sludge on a 24 hour daily basis 7 days/week, and 365 days/year. The Tenderer may be required to work outside normal working hours' dependent on varying demand of wastewater sludge to be removed from any wastewater treatment facility. Payment will be at the rates tendered. All trucks transporting wastewater sludge must have containers with sealed tailgates to prevent leakage. Additionally, all containers must be covered by a tarp prior during transportation to prevent release of wastewater sludge.

The successful Tenderer at his own expense shall perform all testing and provide all permits, licences and approvals certifications as required by Regulators/and legislation to perform the work and services applicable to this Contract .The certification includes, but is not limited to, environmental permits, and any required amendments or supplements to existing permits to render required services. A comprehensive testing plan and quality control plan shall be submitted with tender documents. The Tenderer must implement a more comprehensive testing and quality control program to determine actual wastewater sludge quality at the time of processing.

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



Stellenbosch Municipality does not guarantee the quality or quantity of sludge as it varies due to operational circumstances. At no point during the contract period shall the successful Tenderer refuse to accept the wastewater sludge tendered for as a result of non-complying quality

**10 ADDITIONAL REQUIREMENTS APPLICABLE TO FURTHER PROCESSING OF ANY TYPE OF STELLENBOSCH MUNICIPALITY WASTEWATER SLUDGE**

The Tenderer’s response shall be submitted in the format sequenced as ordered below and must follow the question by question in this Section.

**10.1 Company Background and Experience**

Provide Tenderers’ company general background including a summary of previous experience including the following:

- a. Describe the organisational structure of the Tenderer’s company (attach organogram), location of sludge processing facilities, location of head office, number of sludge processing facilities and offices and number of employees.
- b. Provide qualifications and competency certificate of personnel responsible for operations as well as management of sludge processing facilities (attach certified and valid copies).
- c. Number of years the Tenderer’s company has been in business, present ownership, and key management individuals.
- d. Identification of project team assigned specifically to this tender.
- e. Description of wastewater sludge processing experience.
- f. Description of a sludge processing facility, size, and services
- g. Number of years of experience in biosolids processing with similar types of sludge produced at Stellenbosch Municipality, Cape Town wastewater treatment works or similar.

PRINT NAME:			
CAPACITY:		Name of firm	
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**10.2 Description of the Sludge Processing**

- a. Full description of a sludge processing facility, size, sludge handling capacity and services
- b. Describe the value chain for wastewater sludge transportation, processing, and reuse up to the end user.
- c. Provide the process layout and flow chat diagram of the sludge processing plant.
- d. Indicate which type of sludge in terms of classification as well as type the proposed process will have the ability to receive and process.

**10.3 Permitting/Regulatory Compliance**

- a. Provide a history of compliance with applicable regulations for the Tenderer’s operation of facilities.
- b. Will the Tenderer utilize an existing permitted facility (ies) with sufficient capacity and compliance history to handle Stellenbosch Municipality’s wastewater sludge? Provide a detailed explanation.
- c. Can the Tenderer receive wastewater sludge on 24 hour daily basis 7 days/week, 52 weeks/year 365 days/year.
- d. Can the Tenderer manage to handle and utilize the Stellenbosch Municipality wastewater sludge should quality (deteriorate) and quantity change (increase/decrease) without constructing any processing facilities on the Municipality’s property?
- e. The Tenderer shall provide information describing regulatory compliance, approvals, and associated permits/licence (the bullet points below indicates the type information to be provided)
  - e.i If not, explain how permitting/licensing would be obtained for the new facilities that will be utilized
  - e.ii Can the permits for the new facilities be obtained by 01 July 2026 to process the Stellenbosch Municipality wastewater sludge?

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



e.iii If new facilities are unable to be permitted/licensed by 01 July 2026 provide a timeline of when permits/license will be obtained for the new facilities, and describe the interim plan and process and how the interim plan will be permitted. Additionally, explain what options are available if permit/license approval/s is/are not obtained.

**10.4 Risk of Process Operation.**

- a. Does the Tenderer currently use the proposed process upon receiving wastewater sludge from other municipalities for processing and beneficial use? If so, provide the following:
  - a.i List of existing locations (coordinates, distance from the sludge collection point to tenderer’s site) where the Tenderer is utilizing this process and how long each location has been in operation; and
  - a.ii List of current contracts with other municipalities for which the Tenderer is using this process.
- b. In the event the Tenderer is unable to process the wastewater sludge for a period of time due to mechanical failure, process upset, weather, and other unforeseen events, what are the contingency plans (attached contingency plan document) to ensure that the Tenderer continues to receive wastewater sludge.
- c. Provide a detailed list of end users (customers) currently using the Tenderer’s final product, quantities supplied on a monthly and yearly basis.

**11. AIR MONITORING**

The successful Tenderer shall install a continuous monitoring weather station that shall record the following (but not limited to) minimum requirements: air temperature, wind direction, wind speed/strength, rainfall and humidity.

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SIGNATURE:		DATE:	


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**15. PRE-QUALIFICATION SCORE SHEET**
**12 PRE-REQUISITE**

The following specifications are compulsory and failure to comply with all these criteria and supply the required evidence, will make the bid non-responsive.

ITEM	EXPERIENCE AND COMPETENCY SPECIFICATION	DOES YOUR OFFER COMPLY? Have you attached the required documentation?
12.1	<p>Previous experience of providing similar waste transportation services.</p> <p><u>Evidence:</u> Must attach details of 3 similar contracts with contract value of each exceeding R1 000 000,00 or more over the past 5 years.</p>	YES / NO
12.2	<p>The contractor must provide an experienced haulage manager who has at least 5 years' experience in managing transportation contracts</p> <p><u>Evidence:</u> Provide a CV of the haulage manager that shows experience.</p>	YES / NO
12.3	<p>The contractor must provide a list of drivers to be allocated to this contract (minimum of at least 2 drivers).</p> <p><u>Evidence:</u> List of drivers to be provided along with certified copies of driver's licenses and PrDPs.</p>	YES / NO
12.4	<p>List of vehicles and trailers to be used for this contract must be provided along with recent (with visible dates) photos (not older than three months). The average age of the vehicles shall not be older than five years at the commencement of the contract. Where vehicles are to be purchased or leased then proof of bank authority for loan for future purchases or letter authorising future lease agreement must be provided.</p> <p><u>Evidence to be provided:</u> Recent date stamped photos as well as registration certificates and/or proof of bank authority or authorising lease agreement.</p>	YES / NO



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ITEM	EXPERIENCE AND COMPETENCY SPECIFICATION	DOES YOUR OFFER COMPLY? Have you attached the required documentation?
12.5	<p>Details of hook lift SKIP bins to be provided for this contract must be provided with recent (with visible dates) photos not older than three months. Details and photos of 6m<sup>3</sup> bins for sludge waste must be provided.</p> <p><u>Evidence to be provided:</u> Details of bins with recent date stamped photos must be provided.</p>	YES / NO
12.6	<p>The contractor must demonstrate that they are familiar with all regulatory framework that relates to this project.</p> <p><u>Evidence to be provided:</u> Valid COIDA Certificate, waste transporter accreditation with Stellenbosch Municipality must be provided (proof of application also accepted).</p>	YES / NO
12.7	<p>All invoices should be accompanied with delivery notes for transport, disposal (tonnage at landfill site/disposal site).</p> <p><u>Evidence to be provided:</u></p> <p>1. Current disposal agreement at farm or treatment facility with the <b>necessary environmental authorisations</b> as well as quantities (volume/tonnage) that can be applied to the land or treatment capacity of treatment facility. (see section 10)</p>	YES / NO
12.8	<p>All invoices should be accompanied with delivery notes for transport, disposal (tonnage at landfill site/disposal site).</p> <p><u>Evidence to be provided:</u> Proof of calibrated weigh bridge that will be used at disposal site.</p>	YES / NO

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



**16. SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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



**17. SCHEDULE OF EXPERIENCE OF KEY STAFF (SITE MANAGER /SUPERVISOR)**

Tenderers shall set out in the Schedule hereunder details of the Site Manager / Supervisor's experience in work of a similar nature to that for which their Tender is submitted.

SITE MANAGER/ SUPERVISOR	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

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



**18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Company				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
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			



**19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

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

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				
Company				From
Tel				To
Contact Person				
Email				

Attach additional pages if more space is required.

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



**20. 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.

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

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

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

**Please note the following:**

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**STELLENBOSCH**

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**PRICING SCHEDULE:  
STELLENBOSCH WASTEWATER TREATMENT WORKS  
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (Incl VAT) Rands
1.	Cost PER CONTAINER LOAD for removal & transport only	per 10m <sup>3</sup>	R.....-.....
2.	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per ton	R.....-.....

**WEMMERSHOEK WASTEWATER TREATMENT WORKS  
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (Incl VAT) Rands
3.	Cost PER CONTAINER LOAD for removal & transport only	per 10m <sup>3</sup>	R.....-.....
4.	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per ton	R.....-.....

**KLAPMUTS WASTEWATER TREATMENT WORKS  
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (Incl VAT) Rands
5.	Cost PER CONTAINER LOAD for removal & transport only	per 10m <sup>3</sup>	R.....-.....
6.	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per ton	R.....-.....

**PNIEL WASTEWATER TREATMENT WORKS  
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (Incl VAT) Rands
7.	Cost PER CONTAINER LOAD for removal & transport only	per 6m <sup>3</sup> skip	R.....-.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**STELLENBOSCH**

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8.	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per ton	R.....-.....
9.	Cost of rental for 2 x 6m <sup>3</sup> skips per month.	Per month	R.....-.....

**ADHOC SLUDGE REMOVAL AND DISPOSAL  
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (Incl VAT) Rands
10.	Cost PER CONTAINER LOAD for removal & transport only	per 10m <sup>3</sup>	R.....-.....
11.	Extra-over item above for the cost for all processing, use, and further disposal of Sludge when disposed of at a Hazardous Waste Site.	per ton	R.....-.....

**FUEL PORTION OF REMOVAL COST  
(to be used for fuel adjustments)**

No.	DESCRIPTION	Unit	Fuel Portion
12.	Contractor to indicate the % of cost that is directly attributed to the fuel cost for the following line item: <i>“Cost PER CONTAINER LOAD for removal &amp; transport only”</i>	%	

PRICING SCHEDULE:	
Implementation date until 30 June 2027	Sum of 1, 2, 3, 4 5, 6, 7, 8, 9, 10 and 11.
TOTAL SUM 1 to 11	

- a. Price evaluation (together with the preferential scoring) will take the estimated quantities into consideration when evaluating the price. It will be assumed that 1 ton = 1m<sup>3</sup> for evaluation purposes.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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- b. **Please Note: Stellenbosch Municipality reserve the right to downward adjust the scope of work quantity required to stay within its budget.**
- c. **Prices must be fixed for the duration of the contract, except for the following provision in fuel price adjustments:**
- i. Fuel Adjustment = Contract Rate x Fuel Portion x (current Fuel price /Base Fuel Price) + Contract Rate (1- Fuel Portion)
  - ii. Fuel Adjustments will only be applicable to the percentage indicated that is directly attributed to the fuel cost as per 12.
  - iii. ***“Cost PER CONTAINER LOAD for removal & transport only” cost will be the only line items that would be adjustable.***
  - iv. The fuel adjustment factor will only be applicable if the base price of fuel increase/decrease by more than 20%.
  - v. The adjustment factor can increase /decrease the price.
  - vi. The fuel prices as published by the Department of Mineral Resources and Energy will be used: <https://www.dmre.gov.za/energy-resources/energy-sources/pretroleum/petrol-price-archive>
  - vii. The base price used for this contract is the 04 March 2026 price of **1853.83 c/l**.
  - viii. The 0.05% Sulphur, Inland Region Price shall be used.
  - ix. Example:

*Cost PER CONTAINER LOAD for removal & transport only (per 10m3) (e.g.1 or.3): R100*

*Percentage indicated by contractor in 12: 40%*

*New fuel price: 2409.979c/l*

*Contract*

*Fuel Adjustment: R100 x 0.4 x (2409.979c/l /1853.83 c/l) + R100 x (1-0.4) = R52 + R60 = R112.*

*New Cost PER CONTAINER LOAD for removal & transport only (per 10m3): R112*

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**21. 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	