



BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 104/24 SAMPLING AND TESTING OF POTABLE AND WASTE SAMPLES IN THE STELLENBOSCH MUNICIPAL AREA FOR A CONTRACT PERIOD FROM 01 JULY 2024 UNTIL 30 JUNE 2027

TENDER NUMBER: **B/SM 104/24**
DESCRIPTION: **SAMPLING AND TESTING OF POTABLE AND WASTE SAMPLES IN THE STELLENBOSCH MUNICIPAL AREA FOR A CONTRACT PERIOD FROM 01 JULY 2024 UNTIL 30 JUNE 2027**
CLOSING DATE: **07 JUNE 2024**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: **James Beukes at 021 808 8283; E-mail: James.Beukes@stellenbosch.gov.za**
SCM Requirements: **Renae Bergstedt at 021 808 8588 E-mail: Renae.Bergstedt@stellenbosch.gov.za**

Office hours for collection: 08h00-15h30

A **compulsory clarification** meeting will be held on the **20 May 2024** at **10h00 am** at **Stellenbosch Wastewater Treatment Works, Vredenburg road Stellenbosch, 7600. Landmark: Off Adam Tas road into Veredenburg road, Devon Valley (Long:18.82488 Lat:-33.94312).** Tenderers who fail to attend the compulsory information session will be regarded as non-compliant

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 104/24: SAMPLING AND TESTING OF POTABLE AND WASTE SAMPLES IN THE STELLENBOSCH MUNICIPAL AREA FOR A CONTRACT PERIOD FROM 01 JULY 2024 UNTIL 30 JUNE 2027,”** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level of contribution	10
Locality	10
Total points for Price, B-BBEE and Locality	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 381.50 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 NOOI U VIR DIE VOLGENDE TENDER: B/SM 104/24: NEEM VAN MONSTERS EN TOETSINGS VAN DRINKBARE EN AFVALWATER IN DIE STELLENBOSCH MUNISIPALE GEBIED VIR 'N KONTRAKTYDPERK VANAF 1 JULIE 2024 - 30 JUNIE 2027.

TENDER NOMMER: **BSM 104/24**
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SLUITINGSdatum: **07 JUNIE 2024**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

Tender spesifikasies: James Beukes by 021 808 8283: E-pos: James.Beukes@stellenbosch.gov.za
Vkb vereistes: Renae Bergstedt by 021 808 8588 E-pos: Renae.Bergstedt@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op datum op **20 Mei 2024 om 10h00 vm Stellenbosch Rioolwerke, Vredenburg Straat Stellenbosch, 7600. Landmerk: Van Adam Tas pad in Vredenburg Straat, Deveon Vallei (Long:18.82488 Lat:-33.94312).** Tenders 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.

Verseëde tenders duidelik gemerk: **B/SM 104/24: NEEM VAN MONSTERS EN TOETSINGS VAN DRINKBARE EN AFVALWATER IN DIE STELLENBOSCH MUNISIPALE GEBIED VIR 'N KONTRAKTYDPERK VANAF 1 JULIE 2024 - 30 JUNIE 2027.**, op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar. Tenders wat nie gepaard gaan met die volledige hardekopie van die tenderdokument nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word in terme van die Algemene Kontrakvoorwaardes, Voorsieningskettlingbestuursbeleid en relevante spesifikasie soos uitgebeeld in die dokument en ook die Stellenbosch Voorkeurverkrygingsbeleid van krag vanaf 16 Januarie 2023 in ooreenstemming met die Voorkeurverkrygingsregulasies wat was afgekondig deur die Minister van Finansies op 04 November 2022 in Staatskoerant No 47452.

Prys	80
BBSed	10
Ligging	10
Totale punte vir prys, BBSed en ligging	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenders wat moet geregistreer wees op Sentrale verskaffersdatabasis as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
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Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch (Na betaling van 'n nie-terugbetaalde tenderdeelnamesfooi van R 381.50.00 per dokument.

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



STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

V7 – 16/01/2023

TENDER NO.: B/SM 104/24

**SAMPLING AND TESTING OF POTABLE AND WASTE SAMPLES IN THE
STELLENBOSCH MUNICIPAL AREA FOR A CONTRACT PERIOD
FROM 01 JULY 2024 UNTIL 30 JUNE 2027**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (see page 108)			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

May 2024

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

James Beukes
Manager: Wastewater Treatment
Tel. Number: **021 808 8283**



1. TENDER NOTICE & INVITATION TO TENDER

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STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 381.50 per document.

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G Mettler (Ms)

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 104/24	CLOSING DATE:	07 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	SAMPLING AND TESTING OF POTABLE AND WASTE SAMPLES IN THE STELLENBOSCH MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING FROM 01 JULY 2024 UNTIL 30 JUNE 2027				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE (SCM)	CONTACT PERSON	James Beukes
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8283
TELEPHONE NUMBER	021 808 8588	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	James.Beukes@stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@stellenbosch.gov.za		



**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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



2. CHECKLIST

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

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



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
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SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



6. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
 4. 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.
 5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 6. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. 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;
 - 7.1. 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.
 - 7.2. 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.



8. Negotiations for a fair market related price

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

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

- 9.1. Relevant specifications
- 9.2. Value for money
- 9.3. Capability to execute the contract
- 9.4. PPPFA & associated regulations

10. 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.

11. Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



7. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												

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

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

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



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



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

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			

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 legisl



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

- 1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 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;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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



80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest 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)
- 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 BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference System 80/20 Points	Number of Points for Preference Points System 90/10
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 BBBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
 - 5.6.1 may only score in terms of the 80/90-point formula for price; and



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

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

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum 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)

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION



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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:			



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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,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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



3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp



Date:

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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



12. SPECIFICATIONS

SPECIFICATIONS

TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE RATES

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN ACCREDITED LABORATORY SERVICE FOR POTABLE WATER, WASTEWATER, RIVER WATER QUALITY AND SLUDGE ANALYSIS TO THE WATER SERVICES DIVISION, DEPARTMENT OF INFRASTRUCTURE, STELLENBOSCH MUNICIPALITY

1. INTRODUCTION AND BACKGROUND

The introduction of the incentive-based Blue and Green Certification Programmes by the Department of Water and Sanitation (DWS) to ensure that water and wastewater systems must be managed according to a number of set norms and standards. General Conditions of Contract as amended will apply to this tender. Stellenbosch Municipality as a Water Services Authority responsible for the provision of water is required to ensure that a suitable monitoring programme, in accordance with the requirements of the latest version of SANS 241 Drinking Water, is required to be implemented to sample the quality of potable water supplied to citizens in their drinking water services system. Similarly Stellenbosch Municipality as a Water Services Authority responsible for the collection, treatment and discharge of wastewater is required to ensure a suitable wastewater monitoring programme, in accordance with the requirements of the General Authorisation or the site-specific permit/license of the respective wastewater treatment plants, are implemented.

The samples are required to be analysed in laboratories which are either ISO/IEC 17025: 2015 accredited or are DWS-approved per method of analysis as defined in the Department of Water Sanitation *Drinking Water Quality Laboratory Strategy*.

The implementation of the Water Quality Monitoring programmes requires specific skills, services and equipment. Currently the required range of skills and equipment within Stellenbosch Municipality's Water Services Division are insufficient to execute the monitoring programs effectively. The task includes collecting samples and the analyses of samples in an accredited laboratory - resources Bids are therefore solicited from qualified Service Providers to collect water, wastewater and sludge samples within the Stellenbosch WC024 region, as well as provide the related laboratory services for analysis of samples.

2. AIM OF THE PROJECT

The aim of the project is to continue with the bi-weekly and monthly compliance monitoring as required by Department Water and Sanitation incentive based Blue and Green Drop regulation programme to facilitate continuous sustainable improvement in service delivery.

3. SCOPE OF WORK

The Service Provider is required:

- 3.1 to do sampling at the **five** (5) wastewater treatment plants on a Monthly basis for compliance monitoring,
- 3.2 The Sites are Stellenbosch WWTW, Raithby WWTW, Klapmuts WWTW, Pniel WWTW and Wemmershoek WWTW.
 - 3.2.1 See Annexure 1 for coordinates of all sampling points (21 sample points)
 - 3.2.2 Scope of wastewater will be subdivided into different categories namely:



Monthly final effluent and river compliance monitoring
Monthly Green Drop Assistance and data capturing
Generated a report that indicate the monthly compliance wastewater against the approved Water Use Licence or General Authorisation for the 4th of each calendar month.
Sampling of all sampling points

- 3.3 to do sampling at the **three (3)** water treatment plants and the distribution network within the Stellenbosch Municipality area (WC024) on a bi-weekly for plant final & distribution network samples and monthly for raw analysis (42 sample points):

The sites are Paradyskloof WTW, Idas Valley WTW and Franschhoek WTW.

- 3.4 **Please note that the Stellenbosch Municipality WC024 water compliance consist of 5 water supply schemes namely:**

Stellenbosch Town System

Franschhoek System

Blackheath System

Faure System

Wemmershoek System

All of the above systems must be integrated into a report as the Stellenbosch Municipality: WC024 Water Quality Compliance.

- 3.5.1 All sampling points are within Stellenbosch catchment area

See Annexure 2 for coordinates of all sampling points for potable water analysis sampling sites

Scope of potable water will be subdivided into different categories namely:

Bi-weekly compliance monitoring (plant final and distribution network)

Monthly raw water analysis

Bi-annual SANS 241 Analyses

Monthly Blue Drop (IRIS) Assistance and data capturing

Provide a compliance report for each of different water systems and the combine Stellenbosch Municipality WC024 by the 4th of each calendar month.

Sampling of all sampling points

- 3.6 In the unlikely event that the location of the sampling points, the frequency or methodology of sampling, or sampling parameters be required to change during the project for whatever reason, such changes must be mutually agreed upon in writing between the Service Provider and Stellenbosch Municipality and undertaken within the project budget.
- 3.7 The Service Provider shall do all bi-monthly/monthly routine sampling using its own resources, be responsible for own transport to and from the base of operation, be responsible for acquiring or sourcing any other incidentals, equipment or materials which will be necessary to fulfil the obligation of the agreement.
- 3.8 The Service Provider shall ensure that all analyses are completed at a SANAS accredited laboratory (certified certificate must be provided).
- 3.9 The Service Provider should analyse all Routine samples delivered to their laboratory according to the costing provided by them in Schedules 1, 2, 3 and 4.
- 3.10 **Provide costing for three different financial years (2024/25, 2025/26 and 2026/27)**



- 3.11 The Service Provider shall do ad hoc analyses delivered to the laboratory by Stellenbosch Municipality. The Municipality will be responsible for ad hoc water/sediment sample collection and transportation to the Service Provider for analysis.
- 3.12 The successful Service Provider will be appointed until end of June 2027 provided they comply with the requirements of this TOR.

4 REQUIREMENTS FOR AD HOC ANALYSIS

- 4.1 It is expected that the contract's cost ratio between routine analysis and ad hoc analysis will be approximately 80%:20%. The number of ad hoc samples and parameters analysed for will be managed within the contract total.
- 4.2 The constituents required for ad hoc analysis may include the following
- General inorganic constituents and trace-metals (dissolved) example full SANS 241
 - Nutrient analysis
 - Trade Effluents
 - Microbiological constituents
 - Sludge samples analysis
 - Plant process audits hourly rate

In the unforeseen event that an analysis not listed in 5.2 above is required; this will be arranged in writing with the Service Provider and managed within the contract conditions and contract budget.

- 4.3 Stellenbosch Municipality will be responsible for ad hoc water/sediment sample collection and transportation to the main laboratory for analysis. Any secondary transport costs must be provided for by the Service Provider.
- 4.4 The Service Provider must allow for outsourcing of analyses if a certain parameter(s) is not included in the laboratory's schedule of accreditation. This must be included within the project proposal and budget. Any secondary laboratory used by the agent for subcontracting work must also be SANAS accredited (certified certification to be provided with proposal).
- 4.5 The Stellenbosch Municipality acknowledges the fact that it is intricate and expensive for one specific laboratory to acquire comprehensive SANAS accreditation for each and every test, therefore if a required test is not a SANAS accredited test, then agreement with Stellenbosch Municipality must be reached regarding the analytical procedure and results. **The laboratory/s must however be accredited for all the different schedules 1 to 4.**
- 4.6 Recognized and fully documented analytical procedures must be used. A fully documented description of the analytical methods must be submitted with the tender.
- 4.7 The analytical methods used must be acceptable to Stellenbosch Municipality.



- 4.8 Full records of raw analytical data, including values obtained for calibration standards, check standards and blanks should be kept for all samples analysed for at least six months from the date of submission of the written analytical report.
- 4.9 The Service Provider must ensure that instruments are calibrated regularly with freshly prepared standards, as recommended in the documented analytical method used.
- 4.10 The laboratory facilities must be available for inspection by Stellenbosch Municipality as and when required.
- 4.11 The laboratory **must supply certified copies of their certificate of SANAS accreditation** as well as their **schedule of accreditation**.
- 4.12 Analyses for E. coli must be done using the Chromogenic Agar method or another method which will deliver similar results. Validation of the results may be requested when another method is proposed. The method used must be able to achieve comparable results with highly contaminated samples. A sufficient dilution protocol is to be followed to ensure true values. Results indicating “greater than” or “too numerous to count” do not fall within the scope of this contract.
- 4.13 The Service Provider must ensure that all appropriate licences/permits are in order to operate vehicles during the execution of the tasks as contained in the terms of reference (TOR).

5 COMPULSORY RESPONSIVENESS CRITERIA

Bidders must adhere to the following criteria and proof must be submitted with your offer. The criteria below and the **functionality criteria** (sub section 13) will be used to determine responsiveness. In order for the bid to be considered, the qualified **Service Provider must**:

- 5.1 The Head of the laboratory must have a minimum of 5 years' experience of lab management and be registered as a professional natural scientist in a relevant field, either Water Resources Science, Environmental Science, Chemical Science, Microbiological Science (this is a requirement from DWS).
- 5.2 The lab supervisor for chemical analysis must have at least a Diploma in Chemistry from an accredited institution.
- 5.3 The lab supervisor for microbiological analysis must have at least a Diploma in Microbiology from an accredited institution.
- 5.4 CV's and résumés of staff to be allocated to the project, their roles and portfolio of evidence (proven experience) of similar projects in the sampling and analysis of water, wastewater and sludge analysis. The CV's of at least 3 personnel to be submitted.
- 5.5 Individual responsible for capturing of data must be registered on Blue and Green drop system (IRIS system) of the Department of Water and Sanitation. The valid certificate to be attached.
- 5.6 Service provider must have a main laboratory that is **physically located** within the **Western Cape: City of Cape Town metropolitan area or within a 70 km radius** to enable delivery of samples within specified timeframes, especially for bacteriological samples.
- 5.7 be able to supply a **one-stop analytical service** for samples, namely a single drop-off point for all samples delivered after a sample run



- 5.8 be **SANAS accredited** according to ISO 17025 and maintain accreditation for the duration of the contract;
- 5.9 be able to provide analysis for the following parameters, which will represent approximately 80% of all the anticipated samples for this contract as **well as per sub-section 12 of the tender document**:
- 5.10 **Water:** 42 sample points, fortnightly (sample points as per annexure 2)
- pH
 - electrical conductivity (EC)
 - alkalinity
 - Colour
 - Sulphate
 - Turbidity
 - Aluminium
 - Iron
 - Sodium
 - Calcium
 - Magnesium
 - HPC
 - Total Coliform
 - E-Coli
- 5.11 **Wastewater:** 21 sample points, once per month (sample points as per annexure 1)
- pH
 - electrical conductivity (EC)
 - Ammonia
 - Nitrate-Nitrite
 - Nitrite
 - Ortho Phosphate
 - COD (chemical oxygen demand)
 - Filtered COD
 - Total Suspended Solids
 - Faecal Coliforms
 - E-coli
- 5.12 **WWTW Sludge Analysis** 24 samples annually



- pH
- Total Solids
- Volatile Solids
- Volatile Fraction
- Volatile Fatty Acids
- Total Kjeldahl Nitrogen
- Total Phosphate
- Potassium
- Arsenic
- Cadmium
- Chromium
- Copper
- Lead
- Mercury
- Zinc
- Nickel

6 PROJECT DELIVERABLES

- 6.1 The Service Provider must provide a detailed cost breakdown in rand and cents for all costs as specified below at market related pricing.
- 6.2 Provide a **fixed analysis cost** per routine water sample for all sampling points as specified in Annexure 1 & 2
- 6.3 Provide **detailed deployment costs for undertaking routine sampling** of the all sampling points as indicated Schedule 1, 2, 3 and 4 (co-ordinates provided). . Please make allowance of 5% for resampling as only cost of analysis can be claimed.
- 6.4 Calculate the **total cost** and complete Schedule 1, 2, 3 and 4.
- 6.5 The final quote **must include VAT** if the Service Provider is registered for VAT.
- 6.6 Detailed costing of all the elements to be considered to do sampling and laboratory analyses on a monthly basis must be taken into account at 6.3.



- 6.7 Field data sheets must be completed for every sampling trip – basic templates will/can be provided by Stellenbosch Municipality if needed.
- 6.8 All results are to be verified and submitted to the designated contactable official within two (2) weeks after receipt of water sample(s). Please due date for final report is the 4th of each calendar month.
- 6.9 The format of the results shall be PDF soft copies Certificates of Analyses (CoA's) and electronic format (Excel) for monthly reports.
- 6.10 The electronic copy of results shall be emailed to the contactable official(s) together with the invoice.
- 6.11 Monthly CoA's must be prepared for potable and wastewater analysis of Routine & ad hoc sample runs.
- 6.12 One invoice for all routine analyses in a particular month should be prepared per water management area (water or wastewater) and submitted monthly. One invoice for all ad hoc analyses in a particular month should be prepared per water management area and submitted monthly.

7 REQUIREMENTS

- 7.5 The Service Provider must have the capacity to carry out the analyses for all the monthly routine samples over the contract period, as well as ad hoc samples.
- 7.6 The Service Provider will be responsible for providing all the bottles/bags/containers and all other consumables for all routine and ad hoc water and sludge/sediment sampling. Stellenbosch Municipality will be responsible for the collection and transportation of ad hoc samples to the main laboratory of the Service Provider for analysis.

8 RESPONSIVENESS OR QUALIFICATION CRITERIA

The Service Provider must adhere to the following Qualifications Criteria in order for the Department to evaluate their bid in terms of functionality.

- 8.5 Bid form must be properly received on the bid closing date and the time specified on the invitation, fully completed, dated and signed in ink.
- 8.6 Submission of the bid document as is without removing any pages.
- 8.7 Submission of other compulsory documents as per this TOR.
- 8.8 Proof of all necessary and required accreditation; including for subcontractors (i.e. SANAS).

9 RESPONSIBILITY OF STELLENBOSCH MUNICIPALITY



- 9.5 Stellenbosch Municipality **will not** accompany the Service Provider on the sample runs and therefore monthly meetings will be compulsory, because operational issues and gaps will be discussed during these monthly meetings.
- 9.6 Access arrangement at the sampling locations will be managed by Stellenbosch Municipality.

10. COMMUNICATION

Any communication of the project, including reports, plans and other material related to the project will be subject to the approval of the Project Manager of Stellenbosch Municipality.

11. INTELLECTUAL PROPERTY

The Service Provider must note and agree that all information – including reports, plans, digital information or otherwise – prepared by the Service Provider for this project under this contract shall belong to and remain the property of Stellenbosch Municipality. No presentations or publication of the information or project may be made without the prior permission of Stellenbosch Municipality.

All materials emanating from services rendered with a branding implication must be consulted with Stellenbosch Municipality's Communication Services unit prior to the design or production thereof. Materials may include, but are not limited to, specialist reports; advertising; promotional materials and/or any other communication product produced for public or internal consumption.

The Service Provider must agree to keep confidential any and all information supplied to it and prepared by the Service Provider for this project. The Service Provider will be required to sign a confidentiality agreement with Stellenbosch Municipality which inter alia provides that it may not to disclose confidential information to any third party for any reason or purpose whatsoever; not utilise, employ, exploit or any other manner whatsoever use the confidential information disclosed pursuant to this project for any purpose whatsoever other than strictly in relation to this project; disclose the confidential information only to its representatives, officers, employees, associated entities, subsidiaries, holding companies or sub-contractors and then only such representatives, officers, employees, associated entities, subsidiaries, holding company or sub-contractors to whom such disclosure is reasonably necessary, and who have a similar confidentiality agreement with the Service Provider. The Service Provider must ensure that any secondary laboratory used by the Service Provider for subcontracting work signs the confidentiality agreement.

**ANNEXURE 1
WASTEWATER PLANTS AND UP AND DOWNSTREAM SAMPLING LOCATIONS**

Number	Name	GPS
	Wemmershoek River Upstream	S 33.85319; E 19.04012
	Wemmershoek WWTW Final	S33.87574; E 19.03588
	Wemmershoek WWTW Ditch (Sloot)	S33.87682; E 19.03448
	Bergriver Upstream	S33.87700; E 19.03543
	Bergriver Downstream	S 33.87656; E 19.03177
	Bergriver Combined	S 33.87680; E 19.02999
	Pniel Upstream	S33.90335; E 18.95730
	Pniel WWTW Final	S 33.90321; E 18.95811
	Pniel Downstream	S33.88926; E 18.96914
	Klapmuts Upstream	S33.80635; E 18.85890
	Klapmuts WWTW Final	S 33.80326; E 18.85798
	Klapmuts Downstream	S 33.79948; E 18.85467
	Stellenbosch Upstream	S 33.93945; E 18.82155
	Stellenbosch WWTW Final 1	S 33.94524; E 18 82213
	Stellenbosch WWTW Final 2	S 33.94512; E 18 82239
	Stellenbosch Downstream	S 33.94695; E 18 82293
	Raithby Upstream	S 34.02893; E 18.79502
	Raithby WWTW Final	S 34.02868; E 18.769419
	Raithby Downstream	S 34.02890; E 18.79383
	Bloukliprivier - Jamestown	S 33.97253; E 18.84331
	Bloukliprivier – De Zalze	S 33.97183; E 18.84162

**ANNEXURE 2
POTABLE WATER (Distribution) and WATER TREATMENT PLANT SAMPLING LOCATION COORDINATES**

Stellenbosch Municipality

Sampling Day 1/3	CODE	NAME	GPS
	WBSMDV-007	Devon Valley, Cement dam (1st Green Box)	S33.88483 E18.80672
	WBSMEB-002	Elsenburg JJ Rhode Primary School	S33.84747 E18.84306
	WBSMKL-005	Klapmuts Primary School	S33.80950 E18.86440
	WBSMFR-001	Franschoek Pass, Raw (1 per Month)	S33.90400 E19.15800
	WBSMFR-003	Franschoek Pass, Bagatele Reservoir, Nerina & Lambrechts	S33.91199 E19.12904
	WBSMFR-007	Central, Police Station	S33.91237 E19.12175
	WBSMFR-032	Franschoek WTW, Reservoir East Str, F/hoek Estate (Final)	S33.91102 E19.13849
	WBSMFR-012	Central, Pick n Pay Centre (Men Toilet)	S33.90663 E19.11504
	WBSMFR-013	Groendal, La Petite Provence, R45 Rd (tap in security room)	S33.90028 E19.10711
	WBSMFR-017	Groendal Primary School, Santa Rosa St (outside tap)	S33.89352 E19.10269
	WBSMWH-001	Wemmershoek Pump Station, Main Meter	S33.87200 E19.04400
	WBSMST-012	Idas Valley Reservoir #2, Dahlia St	S33.92383 E18.88647
	WBSMDV-006	Devon Valley, JC le Roux, Security Room	S33.90466 E18.81150
	WBSMVB-001	Vlottenburg van Rhyn Distillery & Brandy Cellar (outside tap)	S33.96227 E18.80113
	WBSMRB-003	Faure Pumpstation, Faure WTW	S34.02400 E18.77000
	WBSMFG-002	Railway House #33	S34.05513 E18.79667
	WBSMRB-002	Raithby Reservoir (Hydrant), Dead End	S34.02000 E18.80500
	WBSMST-024	Jamestown Reservoir (green box at entrance of Cemetery)	S33.98038 E18.84083
	WBSMST-018	Paradyskloof Reservoir #1, (Paradyskloof reservoir pump)	S33.96000 E18.86700
	ST-024	Jamestown Library Pajaro Avenue, Jamestown -33.9547	S33.9547 E18.9479
Sampling Day 2/4	CODE	NAME	GPS
	WBSMWV-001	Welgevonden, Everlasting Dr 20	S33.90000 E18.84900
	WBSMST-032	Cloetesville, Green Petroleum	S33.91579 E18.85628
	WBSMFR-032	Franschoek WTW, Reservoir East Str, F/hoek Estate (Final)	S33.91102 E19.13849
	WBSMPN-002	Pniel Scheme Reservoir, Panorama St	S33.89654 E18.95195
	WBSMJD-001	Johannesdal Reservoir #1, Panorama St	S33.89800 E18.95200
	WBSMKM-002	Kylemore Reservoir #2, Skool Str	S33.92300 E18.95700

Stellenbosch Municipality

Sampling Day 2/4	CODE	NAME	GPS
	WBSMST-003	Idas Valley Dam, Old Helshoogte Rd Raw (1 / Month)	S33.91900 E18.90000
	WBSMST-012	Idas Valley Reservoir #2, Dahlia St	S33.92383 E18.88647
	WBSMST-009	Uniepark Reservoir #1, Old Helshoogte Rd (Green box in	S33.92400 E18.88600
	WBSMST-011	Idas Valley, 66 Kahler St 66 Kahler Str	S33.9547 E18.9479
	WBSMST-041	Chill Beverage 86 George Blake Avenue	S33.9547 E18.9479
	WBSMST-046	Mosterdrift, 43 Van der Stel St, Hydrant	S33.93567 E18.88108
	WBSMST-095	Rozendal Reservoir	S33.93113 E18.89151
	WBSMST-004	Jonkershoek Weir, Jonkershoek Reserve Raw (1 / Month)	S33.98632 E18.94219
	WBSMST-034	Central, Merriman ave, Stellenbosch Hospital	S33.93075 E18.86902
	WBSMST-017	Welgelegen Reservoir, Nooitgedacht Rd (Blue Box)	S33.95007 E18.86514
	WBSMST-025	Technopark, Innovation Centre, Kitchen	S33.96535 E18.83650
	WBSMST-010	Uniepark Reservoir #19, Omega St (Blue Box)	S33.9547 E18.9479
	WBSMST-001	Paradyskloof WTW, Trumali Rd Raw (1 / Month)	S33.96234 E18.87074
	WBSMST-018	Paradyskloof Reservoir #1, (Paradyskloof reservoir pump	S33.96000 E18.86700
	WBSMST-028	Die Boord, 26 Blenheim Str	S33.94637 E18.84764
	WBSMST-042	Onder Papegaaiberg, Piet My Vrou Str, Hydrant	S33.93981 E18.82954
	WBSMST-043	Plankenbrug, Distell (Bergkelder), Outside Tap	S33.93482 E18.85136



12. Various Determinants and Tests

The followings chemical and microbiological parameters will be applicable on this tender, namely:

12.1. Microbiological (Health)

Description	Unit
E.coli	count/100ml
Heterotrophic Plate Count	count/1ml

This is determinants are applicable on all samples to be tested.

12.2. Chemical (Health)

Description	Unit
Aluminium (Al)	µg/L
Arsenic	µg/L
Cadmium	µg/L
Copper (Cu)	µg/L
Cyanide (CN ⁻)	µg/L
Fluoride (F ⁻)	µg/L
Lead (Pb)	µg/L
Mercury (Hg)	µg/L
Nickel(Ni)	µg/L
Nitrate	µg/L
Phenols	µg/L
Selenium (Se)	µg/L
Sulfate(SO ₄)	µg/L
Total Chromium	µg/L
Total Trihalomethanes	µg/L
Vanadium(V)	µg/L

The testing for the chemical determinants will only be required if the determinants are present in a source or had been present before or is used in a process.

Only the rate to analysed the determinant will be require for this tender.

12.3. Physical, Organoleptic (Non Health)

Description	Unit
Calcium (Ca)	mg/l
Chloride (Cl ⁻)	mg/l
Colour (aesthetic)	mg/l Pt
Conductivity at 25°C	mS/m
Dissolved Organic Carbon as C	mg/l
Dissolved Solids	mg/l
Iron (Fe)	µg/L
Magnesium (Mg)	mg/l
Manganese	µg/L
Odour (aesthetic)	TON
Potassium (K)	mg/l
Sodium (Na)	mg/l
Taste (aesthetic)	FTN
Turbidity	NTU

The testing for the chemical determinants will only be required if the determinants are present in a source or had been present before or is used in a process.



Only the rate to analysed the determinant will be require for this tender.

12.4. Operational Tests

Description	Unit
Ammonia as N	mg/l
Cryptosporidium (protozoan parasite)	count per 10 L
Cytopathogenic viruses	count/100L
Giardia (protozoan parasite)	count per 10 L
Heterotrophic plate count	count per 1 mL
pH at 25° C	PH unit
Residual Chlorine	mg/L
Somatic Coliphages	count per 10 mL
Total Coliforms	count per 100 mL
Turbidity	NTU

The testing for the determinants will depend on the source/requirements of the type of sample.

12.5. Other Tests

Description	Unit
Alkalinity	mg/L as CaCO ₃
Ammonium	mg/L as N
Biological Oxygen Demand (BOD)	mg/L
Boron	mg/L as B
Bromoform	µg/L
Calcium Carbonate Dissolution Potential	mg/L as CaCO ₃
Calcium Hardness	mg/L as CaCO ₃
Carbonate	mg/L as CaCO ₃
Chemical Oxygen Demand (COD) (Unfiltered)	mg/l
Chemical Oxygen Demand (Filtered) – Only final effluent	mg/l
Chloroform	µg/L
Chrolophyil-A	µg/L
Clarity	Secchi disc as m
Combined Chlorine	mg/l
Corrosive Index	None
Cyanide	µg/L as CN-
Dibromochloromethane	µg/L
Dichlorobromomethane	µg/L
Dissolved Oxygen	mg/l
Enteric Viruses	count per 100 L
Free available chlorine	mg/L
Free Chlorine(high)	mg/L
Hexavalent Chromium	µg/L
Magnesium Hardness	mg/L as CaCO ₃
m-Alkalinity(Total Hardness)	mg/L as CaCO ₃
Nitrate	mg/L as N
Nitrite	mg/L as N
Ortho-Phosphate	mg/L as P
Oxygen Absorbed	mg/L
p-Alkalinity	mg/L
Settleable Solids	mL/L
Silica	mg/L
Soap. Oil & grease	mg/L
Sodium Carbonate	mg/L



Description	Unit
Suspended Solids	mg/l
Temperature	° C
Total Chlorophyll	µg/L
Total Hardness	mg/L as CaCO ₃
Total Organic Carbon	mg/L as C
Total Kjeldahl Nitrogen	mg/L as N
Total Nitrogen	mg/L as N
Total Phosphate	mg/L as P
Total Phosphorus	mg/L as P
Uranium	µg/L
UV/Absorbance	nm
UVA/DOC	none

12.6. WWTW Sludge Analysis

The following analysis is required on digester sludge from drying bed or mechanically dried: Note that the samples should be analyzed from the same sampling point

12.7. Physical Characteristics

	Description	Unit
Determinants	pH	PH Unit
	Total Solids	%
	Volatile Solids	%
	Volatile Fraction	%
	Volatile Fatty Acids	%

12.8. Nutrients:

	Description	Unit
Determinants	Total Kjeldahl Nitrogen	mg/kg as N
	Total Phosphate	mg/kg as P
	Potassium	mg/kg as N

12.9. Metal Limits and Micro Limits

	Description	Unit
Determinants	Arsenic	mg/kg as As
	Cadmium	mg/kg as Cd
	Chromium	mg/kg as Cr
	Copper	mg/kg as Cu
	Lead	mg/kg as Pb
	Mercury	mg/kg as Hg
	Nickel	mg/kg as Ni
	Zinc	mg/kg as Zn



12.10. Microbiological Quality

	Description	Unit
Determinants	Faecal Coliforms	organisms per g
	Total Viable Helminth Ova	ova/4 g

The following should be noted:

1. Analysis of organic pollutants is not required for domestic sludge.



13. PRE-QUALIFICATION CRITERIA

13 PRE-QUALIFICATION SCORE SHEET

RESPONSIVENESS CRITERIA:

The following specifications are compulsory and failure of tenderers to comply with all these criteria nor submit the required evidence, will make the bid non-responsive.

EVALUATION AND ADJUDICATION OF THE APPLICATION PRE-REQUISITE

	EXPERIENCE AND COMPETENCY SPECIFICATION	DOES YOUR OFFER COMPLY? Have you attached the required documentation?
13.1	<p>Previous experience of providing similar water analysis, wastewater analysis and sludge, soil and sediment analysis waste within a municipal environment in last 3 years</p> <p><u>Evidence:</u></p> <p>At least 2 contactable references with relevant project details</p>	YES / NO
13.2	<p>The Head of the laboratory must have a minimum of 5 years' experience of lab management and be registered as a professional natural scientist. Water Resources Science, Environmental Science, Chemical Science, Microbiological Science (this is a requirement from DWS).</p> <p><u>Evidence:</u></p> <p>Provide a CV of the manager that shows experience as well as a valid professional scientist registration.</p>	YES / NO
13.3	<p>The lab supervisor for chemical analysis must have at least a Diploma in Chemistry from an accredited institution</p> <p><u>Evidence:</u></p> <p>Provide a CV of the supervisor that shows experience.</p>	YES / NO
13.4	<p>The lab supervisor for microbiological analysis must have at least a Diploma in Microbiology from an accredited institution</p> <p><u>Evidence to be provided:</u></p> <p>Provide a CV of the Microbiology supervisor that shows experience</p>	YES / NO
13.5	<p>CV's and résumés of staff to be allocated to the project, their roles and portfolio of evidence (proven experience) of similar projects in the sampling and analysis of water, wastewater and sludge analysis.</p> <p><u>Evidence to be provided:</u></p> <p>The CV's of at least 3 personnel to be submitted.</p>	YES / NO



	EXPERIENCE AND COMPETENCY SPECIFICATION	DOES YOUR OFFER COMPLY? Have you attached the required documentation?
13.6	<p>Individual responsible for capturing of data must be registered on Blue and Green drop system (IRIS system) of the Department of Water and Sanitation</p> <p><u>Evidence to be provided:</u></p> <p>The valid certificate to be attached from DWS. CV to indicate minimum 2 years of experience</p>	YES / NO
13.7	<p>Service provider must have a main laboratory that is physically located within the Western Cape: City of Cape Town metropolitan area or within a 70 km radius to enable delivery of samples within specified timeframes, especially for bacteriological samples.</p> <p><u>Evidence to be provided:</u></p> <p>Utility bill with address must be provided.</p>	YES / NO
13.8	<p>Main Laboratory is SANAS accredited according to ISO 17025 and maintain accreditation for the duration of the contract;</p> <p><u>Evidence to be provided:</u></p> <p>Valid SANAS accreditation certificates including those of the sub-contractors</p>	YES / NO
13.9	<p>The laboratory/s are SANAS accredited for all 4 schedules to ISO 17025 and maintain accreditation for the duration of the contract;</p> <p><u>Evidence to be provided:</u></p> <p>Valid SANAS accreditation certificates including those of the sub-contractors to be attached</p>	YES / NO



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

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

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				



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

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

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

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



16. 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'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

Please note the following:

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



COSTNG (15% VAT INCLUSIVE)	Annual Cost YEAR 1 (2024/25)	Annual Cost YEAR 2 (2025/26)	Annual Cost YEAR 3 (2026/27)
Schedule 1			
Schedule 2			
Schedule 3			
Schedule 4			
Sum Per Year			
TOTAL COST OVER 3 YEARS			

Schedule 1: Price /schedule on page 33-41 for all 3 financial years (to include testing, sampling, capturing and monthly compliance reports)

Schedule 2: Price /schedule on page 42-50 for all 3 financial years (to include testing, sampling and capturing and monthly compliance reports)

Schedule 3: Price /schedule on page 51-59 for all 3 financial years (to include testing, sampling and capturing and monthly compliance reports)

Schedule 4: Price /schedule on page 60-80 for all 3 financial years (to include testing, sampling and capturing)

- **PLEASE NOTE: The rates for all the items as requested in the different schedules must be submitted otherwise the bidder will be non-responsive. The tender will only be awarded to one service provider**

**PRICING SCHEDULE:**

SCHEDULE 1 YEAR 1 (2024/25)						
Sampling & Testing of final effluent (once per month)						
Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per Year (monthly x12)
1.1	Electrical Conductivity in mS/m @ 25°C	mS/m	21			
1.2	Faecal Coliforms	count/100ml	21			
1.3	Chemical Oxygen Demand	mg/l	21			
1.4	Ammonia Nitrogen as N	mg/l	21			
1.5	Nitrate Nitrogen as N	mg/l	21			
1.6	Nitrite Nitrogen as N	mg/l	21			
1.7	Ortho Phosphate as P	mg/l	21			
1.8	Total Phosphates as P	mg/l	5			
1.9	Total Suspended Solids	mg/l	21			
1.10	E-coli	count/100ml	21			


SCHEDULE 1 YEAR 1 (2024/25)
Sampling & Testing of final effluent (once per month)

Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per Year (monthly x12)
1.11	pH @ 25°C	pH unit	21			
1.12	Volatile Suspended Solids	mg/l	5			
1.13	Cadmium	mg/l	5			
1.14	Copper	mg/l	5			
1.15	Cyanide	mg/l	5			
1.16	Lead	mg/l	5			
1.17	Zinc	mg/l	5			
1.18	Chromium	mg/l	5			
1.19	Total Kjeldahl Nitrogen as N	mg/l	5			
1.20	Chemical oxygen Demand (Filtered)	mg/l	5			



SCHEDULE 1 YEAR 1 (2024/25)						
Sampling & Testing of final effluent (once per month)						
Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per Year (monthly x12)
Sub-Total: Total Routine Sample Analysis Cost (item 1.1 to 1.20)						
Total deployment cost for plant compliance sampling per month within Stellenbosch WC024						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT for schedule 1</u>						


Schedule 1 YEAR 2 (2025/26)
Sampling & Testing of final effluent (once per month)

Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per year (monthly X12)
1.1	Electrical Conductivity in mS/m @ 25°C	mS/m	21			
1.2	Faecal Coliforms	count/100ml	21			
1.3	Chemical Oxygen Demand	mg/l	21			
1.4	Ammonia Nitrogen as N	mg/l	21			
1.5	Nitrate Nitrogen as N	mg/l	21			
1.6	Nitrite Nitrogen as N	mg/l	21			
1.7	Ortho Phosphate as P	mg/l	21			
1.8	Total Phosphates as P	mg/l	5			
1.9	Total Suspended Solids	mg/l	21			
1.10	E-coli	count/100ml	21			


Schedule 1 YEAR 2 (2025/26)
Sampling & Testing of final effluent (once per month)

Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per year (monthly X12)
1.11	pH @ 25°C	pH unit	21			
1.12	Volatile Suspended Solids	mg/l	5			
1.13	Cadmium	mg/l	5			
1.14	Copper	mg/l	5			
1.15	Cyanide	mg/l	5			
1.16	Lead	mg/l	5			
1.17	Zinc	mg/l	5			
1.18	Chromium	mg/l	5			
1.19	Total Kjeldahl Nitrogen as N	mg/l	5			
1.20	Chemical oxygen Demand (Filtered)	mg/l	5			



Schedule 1 YEAR 2 (2025/26)						
Sampling & Testing of final effluent (once per month)						
Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total per month	Total per year (monthly X12)
Sub-Total: Total Routine Sample Analysis Cost (item 1.1 to 1.20)						
Total deployment cost for plant compliance sampling per month						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT for schedule 1</u>						


Schedule 1 YEAR 3 (2026/27)
Sampling & Testing of final effluent (once per month)

Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total cost per month	Total cost per year (monthly X12)
1.1	Electrical Conductivity in mS/m @ 25°C	mS/m	21			
1.2	Faecal Coliforms	count/100ml	21			
1.3	Chemical Oxygen Demand	mg/l	21			
1.4	Ammonia Nitrogen as N	mg/l	21			
1.5	Nitrate Nitrogen as N	mg/l	21			
1.6	Nitrite Nitrogen as N	mg/l	21			
1.7	Ortho Phosphate as P	mg/l	21			
1.8	Total Phosphates as P	mg/l	5			
1.9	Total Suspended Solids	mg/l	21			
1.10	E-coli	count/100ml	21			


Schedule 1 YEAR 3 (2026/27)
Sampling & Testing of final effluent (once per month)

Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total cost per month	Total cost per year (monthly X12)
1.11	pH @ 25°C	pH unit	21			
1.12	Volatile Suspended Solids	mg/l	5			
1.13	Cadmium	mg/l	5			
1.14	Copper	mg/l	5			
1.15	Cyanide	mg/l	5			
1.16	Lead	mg/l	5			
1.17	Zinc	mg/l	5			
1.18	Chromium	mg/l	5			
1.19	Total Kjeldahl Nitrogen as N	mg/l	5			
1.20	Chemical Oxygen Demand (Filtered)	mg/l	5			
Sub-Total: Total Routine Sample Analysis Cost						



Schedule 1 YEAR 3 (2026/27)						
Sampling & Testing of final effluent (once per month)						
Item No	Determinant	Unit measured	Number per month	Cost per Analysis	Total cost per month	Total cost per year (monthly X12)
Total deployment cost for plant compliance sampling per month						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT</u>						



SCHEDULE 2 YEAR 1 (2024/25)						
Stellenbosch MUNICIPALITY						
Monthly Sampling & Testing of potable water						
	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.1	Colour	mg/L Pt	84			
2.2	Conductivity	mS/m	84			
2.3	Dissolved Solids	calculated	84			
2.4	pH at 25°C	pH unit	84			
2.5	Turbidity	NTU	84			
2.6	Total Alkalinity as CaCO ₃	mg/L as CaCO ₃	84			
2.7	Total Hardness as CaCO ₃	mg/L as CaCO ₃	84			
2.8	Calcium as Ca	mg/l as Ca	84			
2.9	Chloride as Cl	mg/l as Cl	84			
2.10	Magnesium as Mg	mg/l as Mg	84			


SCHEDULE 2 YEAR 1 (2024/25)
Stellenbosch MUNICIPALITY
Monthly Sampling & Testing of potable water

	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.11	Sodium as Na	mg/l as Na	84			
2.12	Sulphate as SO4	mg/l as SO4	84			
2.13	Aluminium as Al	µg/l	84			
2.14	Iron as Fe	µg/l	84			
2.15	Manganese as Mn	mg/l	84			
	<u>Microbiological</u>					
2.16	E.Coli	count/100ml	84			
2.17	Total Coliforms	count/100ml	84			
2.18	Total Plate Counts	count/100ml	84			



SCHEDULE 2 YEAR 1 (2024/25)						
Stellenbosch MUNICIPALITY						
Monthly Sampling & Testing of potable water						
	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
Sub-Total: Total Routine Sample Analysis Cost						
Total deployment cost for plant compliance sampling per month						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT</u>						


SCHEDULE 2 YEAR 2 (2025/26)
Stellenbosch MUNICIPALITY
Monthly Sampling & Testing of potable water

	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.1	Colour	mg/L Pt	84			
2.2	Conductivity	mS/m	84			
2.3	Dissolved Solids	calculated	84			
2.4	pH at 25°C	pH unit	84			
2.5	Turbidity	NTU	84			
2.6	Total Alkalinity as CaCO ₃	mg/L as CaCO ₃	84			
2.7	Total Hardness as CaCO ₃	mg/L as CaCO ₃	84			
2.8	Calcium as Ca	mg/l as Ca	84			
2.9	Chloride as Cl	mg/l as Cl	84			
2.10	Magnesium as Mg	mg/l as Mg	84			


SCHEDULE 2 YEAR 2 (2025/26)
Stellenbosch MUNICIPALITY
Monthly Sampling & Testing of potable water

	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.11	Sodium as Na	mg/l as Na	84			
2.12	Sulphate as SO4	mg/l as SO4	84			
2.13	Aluminium as Al	µg/l	84			
2.14	Iron as Fe	µg/l	84			
2.15	Manganese as Mn	mg/l	84			
	<u>Microbiological</u>					
2.16	E.Coli	count/100ml	84			
2.17	Total Coliforms	count/100ml	84			
2.18	Total Plate Counts	count/100ml	84			



SCHEDULE 2 YEAR 2 (2025/26)						
Stellenbosch MUNICIPALITY						
Monthly Sampling & Testing of potable water						
	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
Sub-Total: Total Routine Sample Analysis Cost						
Total deployment cost for plant compliance sampling per month						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT</u>						


SCHEDULE 2 YEAR 3 (2026/27)
Stellenbosch MUNICIPALITY
Monthly Sampling & Testing of potable water

	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.1	Colour	mg/L Pt	84			
2.2	Conductivity	mS/m	84			
2.3	Dissolved Solids	calculated	84			
2.4	pH at 25°C	pH unit	84			
2.5	Turbidity	NTU	84			
2.6	Total Alkalinity as CaCO ₃	mg/L as CaCO ₃	84			
2.7	Total Hardness as CaCO ₃	mg/L as CaCO ₃	84			
2.8	Calcium as Ca	mg/l as Ca	84			
2.9	Chloride as Cl	mg/l as Cl	84			
2.10	Magnesium as Mg	mg/l as Mg	84			


SCHEDULE 2 YEAR 3 (2026/27)
Stellenbosch MUNICIPALITY
Monthly Sampling & Testing of potable water

	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
2.11	Sodium as Na	mg/l as Na	84			
2.12	Sulphate as SO ₄	mg/l as SO ₄	84			
2.13	Aluminium as Al	µg/l	84			
2.14	Iron as Fe	µg/l	84			
2.15	Manganese as Mn	mg/l	84			
	<u>Microbiological</u>					
2.16	E.Coli	count/100ml	84			
2.17	Total Coliforms	count/100ml	84			
2.18	Total Plate Counts	count/100ml	84			



SCHEDULE 2 YEAR 3 (2026/27)						
Stellenbosch MUNICIPALITY						
Monthly Sampling & Testing of potable water						
	Determinant	Unit measured	Number per month	Cost per Analysis	Total monthly cost	Total cost per year (monthly X12)
Sub-Total: Total Routine Sample Analysis Cost						
Total deployment cost for plant compliance sampling per month						
Total cost for data capturing and reporting per month and providing compliance reports						
Total Cost of Contract <u>Inclusive of 15% VAT</u>						



Schedule 3 Year 1 (2024/25)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.1	pH@ 25°C	pH units	30		
3.2	Total Suspended Solids	%	30		
3.3	Volatile Suspended Solids	%	30		
3.4	Volatile Fatty Acids	%	30		
	Nutrients				
3.5	Kjeldahl Nitrogen	mg/Kg as N	30		
3.6	Total Phosphates	mg/Kg as N	30		
3.7	Potassium	mg/Kg as N	30		
	Metals and Micro Limits				
3.8	Arsenic	mg/Kg as AS	30		



Schedule 3 Year 1 (2024/25)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.9	Cadmium	mg/Kg as Cd	30		
3.10	Chromium	mg/Kg as Cr	30		
3.11	Copper	mg/Kg as Cu	30		
3.12	Lead	mg/Kg as Pb	30		
3.13	Mercury (vapour generation technique)	mg/Kg as Hg	30		
3.14	Nickel	mg/Kg as Ni	30		
3.15	Zinc	mg/Kg as Zn	30		
	Microbiological Quality				
3.16	Sample preparation/extraction		30		
3.17	Faecal Coliforms	organs per g	30		



Schedule 3 Year 1 (2024/25)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.18	Total Viable Helminth Ova	ova/g	30		
Total Cost (inclusive 15% VAT) add 3.1 to 3.18					



Schedule 3 Year 2 (2025/26)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.1	pH@ 25°C	pH units	30		
3.2	Total Suspended Solids	%	30		
3.3	Volatile Suspended Solids	%	30		
3.4	Volatile Fatty Acids	%	30		
	Nutrients				
3.5	Kjeldahl Nitrogen	mg/Kg as N	30		
3.6	Total Phosphates	mg/Kg as N	30		
3.7	Potassium	mg/Kg as N	30		
	Metals and Micro Limits				
3.8	Arsenic	mg/Kg as AS	30		
3.9	Cadmium	mg/Kg as Cd	30		



Schedule 3 Year 2 (2025/26)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.10	Chromium	mg/Kg as Cr	30		
3.11	Copper	mg/Kg as Cu	30		
3.12	Lead	mg/Kg as Pb	30		
3.13	Mercury	mg/Kg as Hg	30		
3.14	Nickel	mg/Kg as Ni	30		
3.15	Zinc	mg/Kg as Zn	30		
	Microbiological Quality				
3.16	Sample preparation/extraction		30		
3.17	Faecal Coliforms	organs per g	30		
3.18	Total Viable Helminth Ova	ova/4g	30		



Schedule 3 Year 2 (2025/26)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
Total Cost (inclusive 15% VAT) add 3.1 to 3.18					



Schedule 3 Year 3 (2026/27)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.1	pH@ 25°C	pH units	30		
3.2	Total Suspended Solids	%	30		
3.3	Volatile Suspended Solids	%	30		
3.4	Volatile Fatty Acids	%	30		
	Nutrients				
3.5	Kjeldahl Nitrogen	mg/Kg as N	30		
3.6	Total Phosphates	mg/Kg as N	30		
3.7	Potassium	mg/Kg as N	30		
	Metals and Micro Limits				
3.8	Arsenic	mg/Kg as AS	30		
3.9	Cadmium	mg/Kg as Cd	30		



Schedule 3 Year 3 (2026/27)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
3.10	Chromium	mg/Kg as Cr	30		
3.11	Copper	mg/Kg as Cu	30		
3.12	Lead	mg/Kg as Pb	30		
3.13	Mercury	mg/Kg as Hg	30		
3.14	Nickel	mg/Kg as Ni	30		
3.15	Zinc	mg/Kg as Zn	30		
	Microbiological Quality				
3.16	Sample preparation/extraction		30		
3.17	Faecal Coliforms	organs per g	30		
3.18	Total Viable Helminth Ova	ova/4g	30		



Schedule 3 Year 3 (2026/27)					
Stellenbosch Municipality					
WWTW Sludge Analysis and Classification					
	Determinant	Unit measured	Number per Annum	Cost per analysis	Total per year (30 X cost per analysis)
Total Cost (inclusive 15% VAT) add 3.1 to 3.18					


Schedule 4 Year 1 (2024/25)
Testing water for SANS 241

	Determinant		Number of Samples per annum		Total cost for analysis (30 X cost per analysis)
Item	Travel, material & labour cost to take samples	Unit of Measurement		Cost per Analysis	
4.1	Colour	mg/L Pt	30		
4.2	Conductivity	mS/m	30		
4.3	Dissolved Solids	calculated	30		
4.4	pH at 25°C	pH unit	30		
4.5	Turbidity	NTU	30		
4.6	Total Alkalinity as CaCO ³	mg/L	30		
4.7	Total Hardness as CaCO ³	mg/L	30		
4.8	Chloride as Cl	mg/L	30		
4.9	Ammonia as N	mg/l	30		
4.10	Calcium as Ca	mg/l	30		
4.11	Fluoride as F	mg/l	30		


Schedule 4 Year 1 (2024/25)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.12	Magnesium as Mg	mg/l	30		
4.13	Nitrate as N	mg/l	30		
4.14	Nitrite as N	mg/l	30		
4.15	Potassium as K	mg/l	30		
4.16	Sodium as Na	mg/l	30		
4.17	Sulphate as SO ₄	mg/l	30		
4.18	Antimony as Sb	µg/l	30		
4.19	Arsenic	µg/l	30		
4.20	Cobalt as Co	µg/l	30		
4.21	Cadmium as Cd	µg/l	30		
4.22	Cyanide as CN-	µg/l	30		



Schedule 4 Year 1 (2024/25)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.23	Mercury as Hg	µg/l	30		
4.24	Vanadium as V	µg/l	30		
4.25	Total Organic Carbon	µg/l	30		
4.26	Phenols	µg/l	30		
4.27	Lead as Pb	µg/l	30		
4.28	Zinc as Zn	µg/l	30		
4.29	Aluminium as Al	µg/l	30		
4.30	Iron as Fe	µg/l	30		
4.31	Manganese as Mn	µg/l	30		
	<u>Microbiological</u>				
4.32	Faecal Coliforms	count/100ml	30		



Schedule 4 Year 1 (2024/25)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.33	E.Coli	count/100ml	30		
4.34	Total Coliforms	count/100ml	30		
4.35	Total Plate Counts	count/100ml	30		
4.36	Cryptosporidium (protozoan parasite)	count per 10 L	30		
4.37	Giardia (protozoan parasite)	count per 10 L	30		
4.38	Heterotrophic plate count	count per 1 mL	30		
4.39	Somatic Coliphages	count per 10 mL	30		
	<u>Other tests</u>		30		
4.40	Silica	mg/l	30		
4.41	Barium as Ba	mg/l	30		


Schedule 4 Year 1 (2024/25)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.42	Chromium as Cr	µg/l	30		
4.43	Nickel as Ni	µg/l	30		
4.44	Selenium as Se	µg/l	30		
4.45	Uranium as U	µg/l	30		
4.46	Chloroform	µg/l	30		
4.47	Dibromochloromethane	µg/l	30		
4.48	Dichlorobromomethane	µg/l	30		
4.49	Bromoform	µg/l	30		
4.50	Total THM	µg/l	30		
4.51	Boron	mg/L	30		



Schedule 4 Year 1 (2024/25)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
Sub-total: total SANS 241 sample analysis cost (add 4.1 to 4.51)					
Total deployment cost for SANS 241 sampling twice per annum					
Total cost for data capturing and reporting SANS 241 twice per annum					
Total cost for year <u>inclusive of 15% VAT</u>					


Schedule 4 Year 2 (2025/26)
Testing water for SANS 241

	Determinant		Number of Samples per annum		Total cost for analysis (30 X cost per analysis)
Item	Travel, material & labour cost to take samples	Unit of Measurement		Cost per Analysis	
4.1	Colour	mg/L Pt	30		
4.2	Conductivity	mS/m	30		
4.3	Dissolved Solids	calculated	30		
4.4	pH at 25°C	pH unit	30		
4.5	Turbidity	NTU	30		
4.6	Total Alkalinity as CaCO ³	mg/L	30		
4.7	Total Hardness as CaCO ³	mg/L	30		
4.8	Chloride as Cl	mg/L	30		
4.9	Ammonia as N	mg/l	30		
4.10	Calcium as Ca	mg/l	30		
4.11	Fluoride as F	mg/l	30		


Schedule 4 Year 2 (2025/26)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.12	Magnesium as Mg	mg/l	30		
4.13	Nitrate as N	mg/l	30		
4.14	Nitrite as N	mg/l	30		
4.15	Potassium as K	mg/l	30		
4.16	Sodium as Na	mg/l	30		
4.17	Sulphate as SO ₄	mg/l	30		
4.18	Antimony as Sb	µg/l	30		
4.19	Arsenic	µg/l	30		
4.20	Cobalt as Co	µg/l	30		
4.21	Cadmium as Cd	µg/l	30		
4.22	Cyanide as CN-	µg/l	30		



Schedule 4 Year 2 (2025/26)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.23	Mercury as Hg	µg/l	30		
4.24	Vanadium as V	µg/l	30		
4.25	Total Organic Carbon	µg/l	30		
4.26	Phenols	µg/l	30		
4.27	Lead as Pb	µg/l	30		
4.28	Zinc as Zn	µg/l	30		
4.29	Aluminium as Al	µg/l	30		
4.30	Iron as Fe	µg/l	30		
4.31	Manganese as Mn	µg/l	30		
	<u>Microbiological</u>				
4.32	Faecal Coliforms	count/100ml	30		



Schedule 4 Year 2 (2025/26)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.33	E.Coli	count/100ml	30		
4.34	Total Coliforms	count/100ml	30		
4.35	Total Plate Counts	count/100ml	30		
4.36	Cryptosporidium (protozoan parasite)	count per 10 L	30		
4.37	Giardia (protozoan parasite)	count per 10 L	30		
4.38	Heterotrophic plate count	count per 1 mL	30		
4.39	Somatic Coliphages	count per 10 mL	30		
	<u>Other tests</u>		30		
4.40	Silica	mg/l	30		
4.41	Barium as Ba	mg/l	30		


Schedule 4 Year 2 (2025/26)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.42	Chromium as Cr	µg/l	30		
4.43	Nickel as Ni	µg/l	30		
4.44	Selenium as Se	µg/l	30		
4.45	Uranium as U	µg/l	30		
4.46	Chloroform	µg/l	30		
4.47	Dibromochloromethane	µg/l	30		
4.48	Dichlorobromomethane	µg/l	30		
4.49	Bromoform	µg/l	30		
4.50	Total THM	µg/l	30		
4.51	Boron	mg/L	30		



Schedule 4 Year 2 (2025/26)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
Sub-total: total SANS 241 sample analysis cost (add 4.1 to 4.51)					
Total deployment cost for SANS 241 sampling twice per annum					
Total cost for data capturing and reporting twice per annum					
Total cost for year <u>inclusive of 15% VAT</u>					


Schedule 4 Year 3 (2026/27)
Testing water for SANS 241

	Determinant		Number of Samples per annum		Total cost for analysis (30 X cost per analysis)
Item	Travel, material & labour cost to take samples	Unit of Measurement		Cost per Analysis	
4.1	Colour	mg/L Pt	30		
4.2	Conductivity	mS/m	30		
4.3	Dissolved Solids	calculated	30		
4.4	pH at 25°C	pH unit	30		
4.5	Turbidity	NTU	30		
4.6	Total Alkalinity as CaCO ₃	mg/L	30		
4.7	Total Hardness as CaCO ₃	mg/L	30		
4.8	Chloride as Cl	mg/L	30		
4.9	Ammonia as N	mg/l	30		
4.10	Calcium as Ca	mg/l	30		
4.11	Fluoride as F	mg/l	30		


Schedule 4 Year 3 (2026/27)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.12	Magnesium as Mg	mg/l	30		
4.13	Nitrate as N	mg/l	30		
4.14	Nitrite as N	mg/l	30		
4.15	Potassium as K	mg/l	30		
4.16	Sodium as Na	mg/l	30		
4.17	Sulphate as SO ₄	mg/l	30		
4.18	Antimony as Sb	µg/l	30		
4.19	Arsenic	µg/l	30		
4.20	Cobalt as Co	µg/l	30		
4.21	Cadmium as Cd	µg/l	30		
4.22	Cyanide as CN-	µg/l	30		


Schedule 4 Year 3 (2026/27)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
4.23	Mercury as Hg	µg/l	30		
4.24	Vanadium as V	µg/l	30		
4.25	Total Organic Carbon	µg/l	30		
4.26	Phenols	µg/l	30		
4.27	Lead as Pb	µg/l	30		
4.28	Zinc as Zn	µg/l	30		
4.29	Aluminium as Al	µg/l	30		
4.30	Iron as Fe	µg/l	30		
4.31	Manganese as Mn	µg/l	30		
	<u>Microbiological</u>		30		
4.32	Faecal Coliforms	count/100ml	30		


Schedule 4 Year 3 (2026/27)
Testing water for SANS 241

	Determinant		Number of Samples per annum		Total cost for analysis (30 X cost per analysis)
Item	Travel, material & labour cost to take samples	Unit of Measurement		Cost per Analysis	
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4.39	Somatic Coliphages	count per 10 mL	30		
	<u>Other tests</u>		30		
4.40	Silica	mg/l	30		
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Schedule 4 Year 3 (2026/27)
Testing water for SANS 241

	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
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4.43	Nickel as Ni	µg/l	30		
4.44	Selenium as Se	µg/l	30		
4.45	Uranium as U	µg/l	30		
4.46	Chloroform	µg/l	30		
4.47	Dibromochloromethane	µg/l	30		
4.48	Dichlorobromomethane	µg/l	30		
4.49	Bromoform	µg/l	30		
4.50	Total THM	µg/l	30		
4.51	Boron	mg/L	30		



Schedule 4 Year 3 (2026/27)					
Testing water for SANS 241					
	Determinant				
Item	Travel, material & labour cost to take samples	Unit of Measurement	Number of Samples per annum	Cost per Analysis	Total cost for analysis (30 X cost per analysis)
Sub-total: total SANS 241 sample analysis cost (add 4.1 to 4.52)					
Total deployment cost for SANS 241 sampling twice per annum					
Total cost for data capturing and reporting SANS 241 twice per annum					
Total cost for year <u>inclusive of 15% VAT</u>					

Tenders must add all cost as bid will be evaluated on the total cost for all 4 schedules for the 3 years starting July 2024 and ending June 2027. Tenderer can submit the pricing on softcopy (memory stick) but the evaluation will be done on the hard copy pricing schedules (all information must therefore be completed on the hard copy)



17. 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	