



**Knysna**


Municipality ♦ Munisipaliteit ♦ uMasipala  
INCLUSIVE. INNOVATIVE. INSPIRED.

**TENDER DOCUMENT**

<b>TENDER NUMBER:</b>		<b>T 53/2018/19</b>	
<b>TENDER DESCRIPTION:</b>		Supply and Delivery of Cleaning and Maintenance Products (Highly Concentrated & Concentrated) for a Period of One Year	
<b>CLOSING TIME:</b>	<b>12H00</b>	<b>CLOSING DATE:</b>	<b>06 March 2019</b>
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT CLYDE STREET KNYSNA 6570		<b>NB:</b> <ol style="list-style-type: none"> <li>1. All bids must be submitted on the official forms – (not to be re-typed)</li> <li>2. Bids must be completed in black ink in writing</li> <li>3. <b>No bids will be considered from persons in the service of the state</b></li> </ol>	
<b>Name of Bidder:</b>			
<b>Total Bidding Price:</b>			
<b>B-BBEE Status Level of Contributor:</b>			
<b>Preference Points Claimed:</b>			
<b>CSD Registration Number</b>			
<b>B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES</b>			
<b>Signature of Knysna Municipality Officials at Tender Opening</b>		1.	
		2.	

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:			CIDB CRS NUMBER:						
VAT REGISTRATION NUMBER:			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)					YES	NO			
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)					YES	NO			
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)					YES	NO			
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)					SIGNATURE				
CAPACITY					DATE				



 <p><b>Knysna</b> Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.</p>	<b>KNYSNA MUNICIPALITY</b>			
	<b>TENDER NOTICE AND INVITATION TO BID</b>			
	<b>NOTICE NO :</b>	<b>1</b>	<b>DEPARTMENT:</b>	<b>STORES</b>
<b>ADVERTISED IN:</b>	<b>KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E- TENDER PORTAL</b>			
<b>BID NO:</b>	<b>53/2018/19</b>	<b>PUBLISHED DATE:</b>	<b>14 February 2019</b>	
<b>Bids are hereby invited for (Tender Description):</b>	<b>SUPPLY AND DELIVERY OF CLEANING AND MAINTENANCE PRODUCTS (HIGHLY CONCENTRATED AND CONCENTRATED) FOR APERIOD OF ONE (1) YEAR</b>			
<b>CLOSING TIME AND DATE:</b>	<b>No later than 12H00</b>	<b>On the Date:</b>	<b>06 March 2019</b>	
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna			
<b>AVAILABILITY OF BID DOCUMENTS:</b>				
Tender Documents will be available at no charge from the Knysna Municipality Website at <a href="http://www.knysna.gov.za">www.knysna.gov.za</a> ( Website navigation is as follow: Information centre – SCM – Tenders).				
Alternatively Print Copies of the Tender Documents will be available as from 07h30 and thereafter on weekdays from 07h30 until 16h30, at Knysna Municipality: Supply Chain Management Unit, Finance Building, Queen Street, Knysna, at a non-refundable fee, payable to a cashier at Knysna Municipality Customer Care, Main Street, Knysna.		The fee may also be transferred via EFT (Knysna Municipality, Current Account – 1626561826, Nedbank, Knysna, Branch Code - 198765). Proof of payment will be required upon collection of tender documents. Bid Number to be used as payment reference with name of payee. Tender Document reference number: 349750848228		
<b>Date Available:</b>	<b>18 February 2019</b>	<b>Non-refundable Documentation Fee:</b>	<b>R 266.00</b>	
<b>BID RULES:</b>				
<p>1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna.</p> <p>Bids may only be submitted on the bid documentation that is issued</p> <p>Bids will be evaluated according to the <b>80/20</b> points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2017</p> <p>The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.</p>				
<b>NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..</b>				
Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – <a href="http://www.Knysna.gov.za">www.Knysna.gov.za</a>				
<b>Tenders shall be evaluated in terms of the Knysna Municipality Supply Chain Management Policy incorporating Preferential Procurement</b>		Bidders may claim preference points in terms of their B-BBEE status level of contribution.		
<b>Preferential Procurement Point System Applicable</b>	<b>80/20</b>	<b>Local Content Requirement</b>	<b>N/A</b>	
<b>CIDB Registration Required</b>	<b>N/A</b>	<b>Validity Period</b>	<b>90 Days</b>	

<b>Validity period</b>		Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder	
<b>Site Meeting/Information Session</b>		N/A	
<b>ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		<b>ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:</b>	
<b>Section:</b>	Stores	<b>Section:</b>	Supply Chain Management
<b>Contact Person:</b>	Patric Claasen	<b>Contact Person:</b>	C Bezuidenhout
<b>Tel:</b>	044- 302 6362	<b>Tel:</b>	Written Enquiries Only
<b>Email:</b>	pclaasen@knysna.gov.za	<b>Email:</b>	cybezuidenhout@knysna.gov.za
<b>Authorised by:</b>		<b>ACTING MUNICIPAL MANAGER</b>	<b>P MAKOMA</b>

**KNYSNA MUNICIPALITY**  
**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

<b>1.</b>	In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
<b>2.</b>	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
<b>3.</b>	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
<b>4.</b>	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
<b>5.</b>	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
<b>6.</b>	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .

KNYSNA MUNICIPALITY DECLARATION OF INTEREST											
1.	No bid will be accepted from persons in the service of the state*.										
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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.										
3.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>										
3.1.	Full Name of bidder or his / her representative:										
3.2.	Identity number:										
3.3.	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )										
3.4.	Company Registration Number:										
3.5.	Tax Reference Number:										
3.6.	VAT Registration Number:										
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.										
3.8.	Are you presently in the service of the state*										YES / NO
3.8.1.	If yes, furnish particulars.										
3.9.	Have you been in the service of the state for the past twelve months?										YES / NO
3.9.1.	If so, furnish particulars.										
3.10.	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
3.10.1.	If so, state particulars.										
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?										YES / NO
3.11.1.	If so, state particulars.										

3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle 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	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
<b>COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:</b>			
Full Name		Identity Number	Individual Tax Number for each Director
<b>CERTIFICATION</b>			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
<sup>1</sup> MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or 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)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			





KNYSNA MUNICIPALITY													
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017													
<b>NB:</b>	<b>BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.</b>												
<b>1.</b>	<b>GENERAL CONDITIONS</b>												
<b>1.1.</b>	<p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul>												
<b>1.2.</b>	The value of this bid is estimated <b>to not exceed R50 000 000</b> (all applicable taxes included) and therefore the <b>80/20</b> system shall be applicable.												
<b>1.3.</b>	<p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> <li>Price; and</li> <li>B-BBEE Status Level of Contribution.</li> </ul> <table border="1" data-bbox="240 1019 1358 1184"> <tr> <td><b>1.3.1</b></td> <td>The maximum points for this bid are allocated as follows:</td> <td><b>POINTS</b></td> </tr> <tr> <td></td> <td><b>PRICE</b></td> <td>80</td> </tr> <tr> <td></td> <td><b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b></td> <td>20</td> </tr> <tr> <td></td> <td><b>Total points for Price and B-BBEE must not exceed</b></td> <td>100</td> </tr> </table>	<b>1.3.1</b>	The maximum points for this bid are allocated as follows:	<b>POINTS</b>		<b>PRICE</b>	80		<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20		<b>Total points for Price and B-BBEE must not exceed</b>	100
<b>1.3.1</b>	The maximum points for this bid are allocated as follows:	<b>POINTS</b>											
	<b>PRICE</b>	80											
	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20											
	<b>Total points for Price and B-BBEE must not exceed</b>	100											
<b>1.4.</b>	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.												
<b>1.5.</b>	The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.												
<b>2.</b>	<b>DEFINITIONS</b>												
<b>2.1.</b>	<p><b>“all applicable taxes”</b></p> <p>includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;</p>												
<b>2.2.</b>	<p><b>“B-BBEE”</b></p> <p>means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;</p>												
<b>2.3.</b>	<p><b>“B-BBEE status level of contributor”</b></p> <p>means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;</p>												

2.4.	<b>“bid”</b>	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
2.5.	<b>“Broad-Based Black Economic Empowerment Act”</b>	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
2.6.	<b>“comparative price”</b>	means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
2.7.	<b>“consortium or joint venture”</b>	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;
2.8.	<b>“contract”</b>	means the agreement that results from the acceptance of a bid by an organ of state;
2.9.	<b>“EME”</b>	means any enterprise with annual total revenue of R5 million or less;
2.10.	<b>“Firm price”</b>	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
2.11.	<b>“Functionality”</b>	means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
2.12.	<b>“non-firm prices”</b>	means all prices other than “firm” prices;
2.13.	<b>“person”</b>	includes a juristic person;
2.14.	<b>“rand value”</b>	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.15.	<b>“sub-contract”</b>	means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the <i>contract</i> ;
2.16.	<b>“total revenue”</b>	bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the <i>Government Gazette</i> on 9 February 2007;
2.17.	<b>“trust”</b>	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
2.18.	<b>“trustee”</b>	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
<b>3.</b>	<b>ADJUDICATION USING A POINT SYSTEM</b>	
3.1.	The bidder obtaining the highest number of total points will be awarded the contract.	
3.2.	Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.	

3.3.	Points scored must be rounded off to the nearest 2 decimal places.		
3.4.	In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.		
3.5.	However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.		
3.6.	Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.		
4.	POINTS AWARDED FOR PRICE		
4.1.	<p><b>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</b></p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <div><div><p><b>80/20</b></p><math display="block">P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)</math></div><div><p><b>or</b></p><p><b>90/10</b></p><math display="block">P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)</math></div></div> <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p>		
5.	Points awarded for B-BBEE Status Level of Contribution		
5.1.	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:		
5.2.	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
	1	10	20
	2	9	18
	3	6	14
	4	5	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
	Non-compliant contributor	0	0
5.3.	Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.		
5.4.	Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.		
5.5.	A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.		
5.6.	A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.		
5.7.	Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates		

	in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.		
5.8.	A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract. Such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.		
5.9.	A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.		
6.	<b>BID DECLARATION</b>		
6.1.	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:		
7.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>		
7.1.	<b>B-BBEE Status Level of Contribution:</b>		<b>Points Claimed (maximum of 10 or 20 points)</b>
7.2.	<b>Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.</b>		
8.	<b>SUB-CONTRACTING</b>		
8.1.	Will any portion of the contract be sub-contracted? Indicate YES / NO		
8.2.	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? Indicate YES / NO	
9.	<b>DECLARATION WITH REGARD TO COMPANY/FIRM</b>		
9.1.	Name of firm		
9.2.	VAT registration number		
9.3.	Company registration number:		
9.4.	<b>Type of Company/ Firm</b> [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
		One person business/sole propriety	
		Close corporation	
		Ltd Company	
		(Pty) Limited	
9.5.	Describe Principal Business Activities		

9.6.	<b>Company Classification</b> [TICK APPLICABLE BOX]	Manufacturer		
		Supplier		
		Professional service provider		
		Other service providers, e.g. transporter, etc.		
9.7.	<b>Municipal Information</b>			
	Municipality where business is situated	:		
	Registered Account Number:			
	Stand Number:			
9.8.	<b>Total number of years the enterprise has been in business?</b>			
10.	<b>DECLARATION</b>			
I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;			
(iv)	<p>If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p> <ul style="list-style-type: none"> <li>a) disqualify the person from the bidding process;</li> <li>b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li> <li>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;</li> <li>d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution</li> </ul>			
<b>NAME OF ENTERPRISE</b>				
<b>CAPACITY</b>			<b>DATE</b>	
<b>NAME (PRINT)</b>			<b>SIGNATURE</b>	
<b>WITNESS 1</b>			<b>WITNESS 2</b>	



KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	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	
3.6.	If so, furnish particulars:		
3.7.	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	
3.8.	If so, furnish particulars:		
3.9.	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	
3.10.	If so, furnish particulars:		



<b>4.</b>	<b>CERTIFICATION</b>		
<p>I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.</p> <p>I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p>			
<b>NAME OF ENTERPRISE</b>			
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME (PRINT)</b>		<b>SIGNATURE</b>	
<b>WITNESS 1</b>		<b>WITNESS 2</b>	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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: <ol style="list-style-type: none"> <li>take all reasonable steps to prevent such abuse;</li> <li>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</li> <li>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.</li> </ol>
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	
Description:	
in response to the invitation for the bid ISSUED by the <b>Knysna Municipality</b> , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That:	
<ol style="list-style-type: none"> <li>I have read and I understand the contents of this Certificate;</li> <li>I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> <li>I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;</li> <li>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;</li> <li>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:               <ol style="list-style-type: none"> <li>has been requested to submit a bid in response to this bid invitation;</li> <li>could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and</li> <li>provides the same goods and services as the bidder and/or is in the same line of business as the bidder</li> </ol> </li> <li>The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.</li> </ol>	

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
  - geographical area where product or service will be rendered (market allocation)
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a bid;
  - the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 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.

**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.**

<b>NAME (PRINT)</b>		<b>SIGNATURE</b>	
<b>CAPACITY</b>		<b>DATE</b>	

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges 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 Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
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.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any <b>Municipality</b> in respect of which payment is overdue for more than 30 days;				
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)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

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.

<b>NAME OF ENTERPRISE</b>			
<b>NAME (PRINT)</b>			
<b>CAPACITY</b>			
<b>SIGNATURE</b>		<b>DATE:</b>	

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATH:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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Version 3.0

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
<b>1. DEFINITIONS</b>	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"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.
"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.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"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.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.

"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.
<b>2. Application</b>	
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.
<b>3. General</b>	
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.
<b>4. Standards</b>	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	
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.
<b>6. Patent rights</b>	
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.
<b>7. Performance security</b>	
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.



<b>8. Inspections, tests and analyses</b>
<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.</p>
<b>9. Packing</b>
<p>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.</p> <p>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.</p>
<b>10. Delivery</b>
<p>10.1. 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.</p>
<b>11. Insurance</b>
<p>11.1. 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.</p>
<b>12. Transportation</b>
<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
<b>13. Incidental</b>
<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ul> <p>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.</p>
<b>14. Spare parts</b>
<p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>14.1.2. in the event of termination of production of the spare parts:</li> </ul>

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.
<b>15. Warranty</b>	
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.
<b>16. Payment</b>	
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 fulfilment 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.
<b>17. Prices</b>	
17.1.	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.
<b>18. Variation orders</b>	
18.1.	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.
<b>19. Assignment</b>	
19.1.	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.
<b>20. Subcontracts</b>	
20.1.	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.
<b>21. Delays in the supplier's performance</b>	
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

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

## 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 24.1. 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.

<b>26. Termination for insolvency</b>
26.1. 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.
<b>27. Settlement of Disputes</b>
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.
<b>28. Limitation of liability</b>
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.
<b>29. Governing language</b>
29.1. 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.
<b>30. Applicable law</b>
30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31. Notices</b>
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.
<b>32. Taxes and duties</b>
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.
<b>33. Transfer of contracts</b>
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
<b>34. Amendment of contracts</b>
34.1. 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.
<b>35. Prohibition of restrictive practices</b>
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)*

TENDER SPECIFICATIONS	
<b>TENDER NUMBER:</b>	<b>T 53/2018/19</b>
<b>TENDER DESCRIPTION:</b>	Supply and Delivery of Cleaning and Maintenance Products (Highly Concentrated & Concentrated) for a Period of One Year
<b>1. BACKGROUND</b>	
1.1. Supply and Delivery of Cleaning and Maintenance Products (Highly Concentrated & Concentrated) for a Period of One Year	
<b>2. CURRENT STATE</b>	
2.1. The Municipality currently orders the goods on an ad hoc basis as-and-when required.	
<b>3. SCOPE OF WORK</b>	
3.1. The supply and delivery of subbase to the KNYSNA MUNICIPALITY stores in Knysna as per order. 3.2. KNYSNA MUNICIPALITY will enter into a supply agreement with the provider and will place a drawdown order against the agreement as and when the goods are required. 3.3. Please take note that the successful bidder will be required to deliver the goods within one week (5 working days) after receipt of order from KNYSNA MUNICIPALITY. 3.4. This contract shall be for a maximum period of One (1) year from the commencement date.	
<b>4. APPLICABLE LAWS AND REGULATIONS</b>	
4.1. Supply Chain Management (SCM) Regulations 4.2. Preferential Procurement Regulations, 2017 4.3. Knysna SCM Policy	
<b>5. APPLICABLE STANDARDS</b>	
5.1. SANS 5.2. SABS	
<b>6. SPECIFICATION REQUIREMENTS</b>	
<b>6.1. Delivery Instructions</b>	
6.1.1. Upon receiving an order from the Knysna Municipality, the contractor must provide the Municipality's representative with a delivery schedule. 6.1.2. All items ordered must be delivered to the The Municipal Stores, Knysna Municipality, Fechter Street, Knysna or <b>any other area as indicated by the Stores Officer.</b> 6.1.3. Goods must be delivered on pallets for ease of handling. 6.1.4. All goods must be secured by wrapping the complete pallet of goods with plastic and each pallet must be individually marked with the relevant code.	

6.1.5.	Delivery of goods will only be allowed Monday to Friday between 07h30 and 15h00.
6.1.6.	Due to the large quantities of goods being delivered, quality tests and counting of the goods cannot be carried out immediately. The delivery notes will be sign with the words "Not checked yet" and the Knysna Municipality reserves the right to return any defective goods or goods which do not comply with the specification.
6.1.7.	Any returned Goods must be replaced.
6.1.8.	In the event that the contractor subcontracts the delivery of GOODS, only a Goods Received Form from the contractor (and not the subcontractor) will be accepted.
<b>6.2. Penalties</b>	
6.2.1.	Not applicable
<b>7. Estimated Quantities Required</b>	
7.1.	The quantities indicated above are the minimum anticipated number of units required by the Municipality.
7.2.	Quantities might be reduced or increased depending on the available budget.
7.3.	Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided.
7.4.	The products will be ordered throughout the financial year as and when required.
7.5.	The Knysna Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule.
7.6.	The tendered prices will be binding on this contract.
<b>8. Guarantees &amp; Warrantees</b>	
8.1.	Applicable in terms of the manufacturer's specifications.
<b>9. Maintenance &amp; Repairs</b>	
9.1.	Not Applicable
<b>10. Occupational Health &amp; Safety Requirements</b>	
10.1.	Subject to <a href="#">section 10(3)</a> of the Occupational Health and Safety Act of 1993, every person who manufactures, imports, sells or supplies any hazardous chemical substance for use at work, shall, as far as is reasonably practicable, <b>provide the person receiving such substance, free of charge, with a material safety data sheet in the form of <u>Annexure 1</u> of the Act, containing all the information as contemplated in either ISO 1 1014 or ANSIZ400.1.1993</b>
<b>11. Retention</b>	
11.1.	N/A
<b>12. QUALITY AND QUANTITY</b>	
12.1.	All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS)
12.2.	Non-compliance with the agreed service delivery could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.



<b>13. Key Performance Indicators</b>
<p>13.1. Timeous delivery of the correct quantities as per order of items as stipulated in the specifications,</p> <p>13.2. Quality of product as stipulated in Section B: Specifications of this document.</p> <p>13.3. The Service Provider will be notified if the KPI's are not met.</p> <p>13.4. If the Service Provider cannot submit satisfactory reasons why the KPI's was not met, the contract may be cancelled and the Service Provider might be blacklisted</p>
<b>14. Samples</b>
<p>14.1. Bidders must supply samples of Items, free of charge, when required. <b>Not required for this tender.</b></p> <p>14.2. Samples must be handed in at SCM Unit, Clyde street, Knysna.</p> <p>14.3. Bidders name must be clearly marked on all samples.</p>
<b>15. Pricing Requirements</b>
<p>15.1. Tender prices must be in ZAR Currency (Rand).</p> <p>15.2. Bid prices must be exclusive of VAT</p> <p>15.3. All delivery costs must be included in the bid price.</p> <p>15.4. All items on the Pricing Schedule, where detailed specifications apply, are listed under the Section: PRODUCT SPECIFICATIONS, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.</p> <p>15.5. Tenderers must furnish unit prices for the listed products only.</p> <p>15.6. Price increase must be indicated on the pricing schedule.</p> <p>15.7. The tender must be valid for 90 (sixty) days after closing date.</p> <p>15.8. The contract period will be from date of commencement for a period of 1 year.</p>
<b>16. Evaluation</b>
<p>16.1. Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).</p> <p>16.2. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).</p> <p>16.3. Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).</p> <p>16.4. The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.</p>
<b>17. Pre-Qualification</b>
<p>17.1. Compliance with Specifications and Track-Record of Supplier. <b>A company profile must be submitted with tender document indicating that company has at least 5 years' experience in supply and deliver of highly concentrated products.</b></p>
<b>18. DEFINITION OF TERMS</b>



18.1. None

## 19. ABBREVIATIONS

19.1. SCM

Supply Chain Management

19.2. SANS

South African National Standards

19.3. MBD

Knysna Municipality Bidding Document

19.4. VAT

Value-Added-Tax

## PART B – SPECIFICATIONS AND PRICING SCHEDULE

1.1. 12.1 SPECIAL CONDITIONS

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The additional conditions of tender are:

1. **Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.**
2. The Municipality will issue a “call off” order for the estimated amount and requirements will be drawn against this as and when required.
3. **The successful bidder must deliver the items to the Municipal Store and not a third party.**
4. The intention of this tender will be to reduce own stock levels. Minimum stock levels will be kept on these items and it will be expected from suppliers to be in a position to provide required stock within short timeframes, not more than 36 working hours, at no additional cost to the Municipality.
5. Suppliers are responsible for own insurance related to the storing of stock at their own facilities up and until delivery of such stock at the Municipality.
6. Delivery periods within 36 working hours must be guaranteed.
7. All tenderers must attach their latest municipal account.
8. All goods must be SABS approved where applicable and proof must be submitted of SABS approval with tender.
9. Prices must include delivery to municipal store’s and be fixed till 30 June 2018 thereafter the price can be negotiated with the Manager SCM up to a limit of 15%.
10. Invoices will be paid on a monthly basis. Invoices must be emailed to [jcordier@knysna.gov.za](mailto:jcordier@knysna.gov.za) as well as [bbooyesen@knysna.gov.za](mailto:bbooyesen@knysna.gov.za)
11. All invoices and statements must reflect the order number.
12. Subject to [section 10](#)(3) of the Occupational Health and Safety Act of 1993, every person who manufactures, imports, sells or supplies any hazardous chemical substance for use at work, shall, as far as is reasonably practicable, **provide the person receiving such substance, free of charge, with a material safety data sheet in the form of Annexure 1 of the Act, containing all the information as contemplated in either ISO 1 1014 or ANSIZ400.1.1993.**

I, the undersigned, have read and understand the conditions given above:		
COMPANY	SIGNATURE OF TENDERER	DATE

## 12.2 FUNCTIONALITY

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All bids will be evaluated by a panel on the basis of functionality (100%) and Price 80. The points scored for functionality will not be carried over to price, but will only be used as a gate keeping exercise. The final evaluation will be done in terms of the Council's Preferential Procurement Policy which states 80 for price and the remaining 20 for B-BBEE.

Regarding functionality, the following criteria will be applicable and the maximum weighting of each criterion is indicated in brackets:

1. **How long has the supplier been supplying and selling items related to this tender supplies? Attach company profile and proof of company registration as well as proof that company supply theses specified items.**

**(15 points)**

0-5 years: 5 points

6-10 years: 10 points

10+years: 15 points

2. **Supplier to attached references for previous and similar work done? ( Supplying of Cleaning Items ) (15 points)**

2 references: 5 points

4 references: 10 points

More than 5 references: 15 points

**A bidder that scores less than 20 points out of 30 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.**

**Name of Tendering Firm: .....**

**Tenderers MUST tender for every item in each line and column for Cleaning and Maintenance Accessories.** Should any tenderer fail to tender as stated above, your tender for this item will be disqualified. This **Section 1** will be awarded to one tenderer.

**MBD 3.1**

<b>KNYSNA MUNICIPALITY</b>	
<b>PRICING SCHEDULE for GOODS</b>	
<b>Tender Number:</b>	<b>T 53/2018/19</b>
<b>Tender Description:</b>	Supply and Delivery of Cleaning and Maintenance Products (Highly Concentrated & Concentrated) for a Period of One Year
<b>PLEASE NOTE:</b>	<ol style="list-style-type: none"> <li>1. <b>Only firm prices will be accepted for the period of the tender.</b> In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.</li> <li>2. All costs <b>MUST</b> be included in the bid price, for supply of the goods at the prescribed destination.</li> <li>3. Document <b>MUST</b> be completed in non-erasable black ink.</li> </ol>
<b>TENDER PRICE SUBMISSION</b>	
<b>I / We (full name of Bidder)</b>	
<b>the undersigned in my capacity as</b>	
<b>of the enterprise</b>	
<b>hereby offer to Knysna Municipality to provide the goods as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Knysna Municipality and subject to the conditions of tender, for the amounts indicated hereunder:</b>	

**PRICING SCHEDULE TO FOLLOWS:**

KNYSNA MUNICIPALITY					
PRICING SCHEDULE for GOODS					
Tender Number:					
Tender Description:		Supply and Delivery of Cleaning and Maintenance Products (Highly Concentrated & Concentrated) for a Period of One Year			
ITEM #	Description:	Unit of Measure	Projected Annual Quantity	Tendered Unit Price (Excl. Vat)	TOTAL (Excl. Vat)
1.	Description: <b>Miracle Man/or Similar</b> <u>Specification:</u> Density@ 25 degrees (ASTM-D-287) .....0,900 g/ml Colour ..... Light Amber Appearance...Clear Odour ..... Petroleum Health/ Flammability/ Reactivity .... 2/2/0 Personal Protection ...B-Safety glasses ( ISO 9001:2008)	1 x 5Lt	200 x 5lt		
2.	Description: <b>Miracle Tool/or Similar</b> <u>Specification:</u> Density @ 25 degrees (ASTM-D-287) ..... 0,900 g/ml Colour ..... Light Amber Appearance ...Clear Odour ..... Petroleum Healthy/ Flammability/ Reactivity..... 2/2/0 Personal Protection ...B-Safety glasses (MIL-C-81309E)	1 x 500ml	2500 x 500ml		
3.	Description: <b>A.S.A.P/or Similar</b> <u>Specification:</u> Density @ 25deg.C (ASTM-D-287) ..... 14.6gm per cc Colour (visual) .... None Appearance .....Clear Foam Height .....None	1 x 5lt	500 x 5lt		

	Odour ..... Solvent Evaporation Rate ...3.1 times faster than water Health/ Flammability/ Reactivity .....2/1/0 Personal Protection ... G-Safety glasses, gloves, vapour respirator				
4.	Description: <b>BLITZ/or Similar</b> <u>Specification:</u>  pH ..... 11-12 Density ..... 0.80gm Colour ..... White Appearance ..... Powder Odour ..... None Health. Flammability/ Reactivity ..... 1/0/0 Personal Protection ... B-Glasses and Gloves	1 x 5lt	500 x 5lt		
5.	Description: <b>Nutcracker/or</b> <b>Similar</b> <u>Specification:</u>  Ph @ 25deg C (ASTM-E-70).. 7.0 Density @ 25deg C (ASTM-D- 287) ..... 1.62g/ml Evaporation.....Fast Appearance visual ... Clear, thin Odour..... Coconut Dielectric Strength... > 11000 volts Health/ Flammability/ Reactivity .... 2/1/0 Personal Protection ... G-Safety glasses, gloves, respirator	1 x 500ml	500 x 500ml		
6.	Description: <b>Green Heat/or</b> <b>Similar</b> <u>Specification:</u>  Ph @ 25deg C (ASTM-E-70) ...10 Density @ 25deg C (ASTM-D- 287) .....1.009gm per ml Colour visual .....None (no dyes) Appearance @ 25deg C visual..... Clear	1 x 5lt	500 x 5lt		

	Foam height..... Medium Odour .....None (no fragrance) Health/ Flammability/ Reactivity.....1/0/0 Personal Protection.... B-Safety glasses and gloves Meets USDA A-1 Guidelines				
7.	Description: <b>Nox -Smoke/or Similar</b> <u>Specification:</u>  pH @ 25deg C (ASTM-E-70) ...14.0 Density @ 25deg C (ASTM-D-287) .... 1.46g/ml Colour ..... Water White Appearance @ 25deg C Visual ..... Clear Foam Height .... Low Odour ..... Unscented Health/ Flammability/ Reactivity ..... 3/0/1 Personal Protection ...C-Safety glasses, gloves, apron	1 x 5lt	50 x 5lt		
8.	Description: <b>Twenty-S/or Similar</b> <u>Specification:</u>  pH @ 25deg C (ASTM-70) ... 13.0-14.0 Density @ 25deg C (ASTM-D-287) .... 1.01gm per cc Colour ..... Purplish Blue Appearance @ 25deg C (Visual) ..... Clear Foam Height ..... High Percent Solids ..... 15.0-16.0 Flash Point .... Non-Flammable Odour ..... Butyl Health/ Flammability/ Reactivity .... 2/0/0	1 x 5lt	500 x 5lt		
9.	Description: <b>Black Jack/or Similar</b> <u>Specification:</u>	1 x 1lt	200 x 1lt		

	Density @ 25deg C (ASTM-D-287) ..... 1.1g/ml Appearance and Procedures ... No Foam Slight acid fragrance. Health rate .....1 Flammability rate ..... 0 Personal handling ... Safety glasses and gloves				
10.	Description: <b>On Board/or Similar</b> <u>Specification:</u>  Density ..... 5.5-5.6 Evaporation ..... Fast Colour .... Clear Appearance .... Mild Alcohol Dielectric Strength .... 22,600 volts Health/ Fire/ Reactivity ... 2/3/0 Personal Protection ... B	1 x 5lt	200 x 5lt		
11.	Description: <b>White Lightnin/or Similar</b> <u>Specification:</u>  Appearance .....Clear, pale yellow fluid Biodegradable .....Yes ISO Viscosity Grade .... 32 SAE Viscosity Grade ....10 Specific gravity .....0.84 (bulk) Flash Point (ASTM-D-92) ...>450deg F (232deg C) Copper Strip Corrosion (ASTM-D-130) .... 1B	1 x 500ml	1000 x 500ml		
12.	Description: <b>SAFCIRCUIT/or Similar</b> <u>Specification:</u>  Nett weight of Aerosol Can ....500gm Density @ 25deg C (ASTM-D-287) ..... 1.55g/ml Colour visual) ..... None Appearance @ 25deg C (Visual) ..... Clear	1 x 500ml	300 x 500ml		



	Solubility in Water ... 0.033 percent weight @ 25deg Odour ..... Faint ether-like odour Health/ Flammability/ Reactivity ....2/0/1 Personal Protection .... B-Safety glasses and gloves				
13.	Description: <b>Titan 999/or Similar</b> <u>Specification:</u>  NLGI Consistency ..... No.2 Dropping Point F deg ...None Viscosity Base Oil SUS @ 100 F ..... 1475-1525 Viscosity Index .... 105 Timken OK Load lbs ASTM –D-2509 ... 55 Load Wear Index .... 50 Seizure ..... 122 Weld ..... 250 Type ..... Bentone Texture ..... Smooth & Tacky Colour ..... Red	1 x 20kg	50 x 20kg		
14.	Description: <b>Titan 777/or Similar</b> <u>Specification:</u>  USDA Authorized .... H2 NLGI Consistency .... No.2 Viscosity, SUS @ 100deg F ...1075-1125 Viscosity Index ..... 85 Type ..... Aluminium Complex Texture .... Smooth & Tacky Colour ..... Dark Grey	1 x 20kg	50 x 20kg		
15.	Description: <b>Drain Ox/or Similar</b> <u>Specification:</u>  pH @ 25deg C (ASTM-D-70) ... 4Density @ 25deg C (ASTM-D-287) ..... 1.03g/mlColour ..... None  Appearance ..... Clear	1 x 5lt	200 x 5lt		

	<p>Odour ..... Slight Vinegar</p> <p>Foam Height .... No Foam</p> <p>Health/ Flammability/ Reactivity .... 1/0/1</p> <p>Personal Protection ... C- Apron, gloves, and safety glasses</p>				
16.	<p>Description: <b>Solvex/or Similar</b></p> <p><u>Specification:</u></p> <p>Tested according to SABS Specification 636-2001 for QAC. Mix dilution: 1:200 Section 5.2 of SANS 636-2001</p>	1 x 5lt	200 x 5lt		
17.	<p>Description: <b>Odour Cap/or Similar</b></p> <p><u>Specification:</u></p> <p>pH @ 25deg C (astm-e-70).....N/A</p> <p>Density @ 25deg C (ASTM-D-287).....0.83g/ml</p> <p>Colour:.....None</p> <p>Appearance @ 25deg C (VISUAL) .... Clear</p> <p>Foam Height ..... None</p> <p>Odour ..... Citrus</p> <p>Health/ Flammability/ Reactivity ..... 1/2/0</p> <p>Personal Protection ..... B-Safety glasses and gloves</p>	1 x 5lt	500 x 5lt		
18.	<p>Description: <b>DEO 99/or Similar</b></p> <p><u>Specification:</u></p> <p>pH @ 25deg C (ASTM-E-70) ..... 8.5-9.5</p> <p>Density @ 25deg C (ASTM-D-287) ..... 1.09g/cc</p> <p>Colour ..... Dark Amber</p> <p>Appearance (visual) .....Clear Liquid</p> <p>Foam Height ..... High</p>	1 x 500ml	600 x 500ml		

	Odour ..... Extremely powerful perfume odour Personal Protection.... Safety glasses				
19.	Description: <b>HAN-I-SIZE/or Similar</b> <u>Specification:</u>  Unscented. Leave no residue. Evaporates within 15 seconds. No rinsing with water or towels required. pH @25deg C (ATSM-E-70)..7.5 Density @ 25deg C (ASTM-D-287) ...0.9g/ml Colour ..... None Appearance @ 25deg C ... Clear Gel Active Ingredient .... 62% Ethanol Viscosity (Brookfield) ...20,000 cps Stability .....Stable from 18-48deg C	1 x 150ml	2000 x 150ml		
20.	Description: <b>Escort Herbal/or Similar</b> <u>Specification:</u>  pH @ 25deg C (ASTM-E-70) .....7.0-8.0 Density @ 25deg C (ASTM-D-287) .....1.07g/ml Colour ..... Green Appearance (Visual) ... Clear viscous liquid Foam Height ..... Low Foaming Suds Odour ..... None Viscosity ..... 800-1400 cps Health/ Flammability/ Reactivity ... 0/0/0 Personal Protection .... X-None required % Triclosan... Minimum of 0.5%	1 x 5lt	200 x 5lt		
21.	Description: <b>Super Pine/or Similar</b>	1 x 5lt	800 x 5lt		

	<u>Specification:</u>  pH of Concentrate (ASTM-E-70) ..... 12.0-13.0 pH of use Solution (ASTM-E-70) .....12.2 Density @ 25deg C (astm-d-287) ..... 0.955g/cc Colour ..... Light Amber Appearance @ 25deg C .... Clear Brown Liquid Odour ..... Pine % Pine Oil .... 80% Flash Point ..... 65deg. Boiling Point .... 95deg Solubility in water ... Forms white emulsion				
22.	Description: <b>Super Glass/or Similar</b> <u>Specification:</u>  Ultra concentrated Dilution 1:100 Dissolves quickly pH @ 25deg C (ASTM-E-70) ...10.5 Density @ 25deg C (ASTM-D-287) ..... 0.94g/ml Colour (Visual) ..... Dark Blue Appearance (Visual) ... Clear Foam Height ..... Low Odour ..... Mild Alcohol Health/ Flammability/ Reactivity ..... 1/2/1 Personal Protection .... B-Safety glasses and gloves	1 x 5lt	100 x 5lt		
23.	Description: <b>Sewer-Cide/or Similar</b> <u>Specification:</u>  USDA L-1 pH @ 25deg C (ASTM-E-70) ....>70 Colour (Visual) ... Off White Appearance (Visual) .... Free flowing powder	1 x 25kg	20 x 25kg		

	Odour ..... None Health/ Flammability/ Reactivity .... 3/0/1 Personal Protection ... D-Face shield, gloves, apron				
24.	Description: <b>Hydro-clean/or Similar</b> <u>Specification:</u>  Clear and colourless Viscosity of water and a slight vinegar odour pH is neutral Weight ... 1.196g/ml Freezes at -18deg C Health rating ... 3 Flammability rating .... 0 Reactivity rating .... 2 Personal Protection... wear chemical resistant aprons, gloves and safety glasses	1 x 5lt	150 x 5lt		
25.	Description: <b>Drain-Klean/or Similar</b> <u>Specification:</u>  USDA L1 Kosher Approved Fast-Starts working on contact Strong-Dissolves fat, grease, sludge and slime pH .....14 Density ..... 1.45-1.60g/ml Colour ..... Light Brown Appearance ..... Clear Odour ..... None Health/ Flammability/ Reactivity .... 3/0/2 Personal Protection ... Goggles or full face shield, neoprene gloves, rubber boots	1 x 5lt	300 x 5lt		
26.	Description: <b>8-ALIVE/or Similar</b> <u>Specification:</u>  Faculative-Capable of living and functioning either in the presence of oxygen (aerobic) or	1 x 5lt	200 x 5l		

	<p>in the absence of oxygen (anaerobic)</p> <p>pH range (ASTM-E-70) ....7.5</p> <p>Density (ASTM-D-287) ... 1.000g/ml</p> <p>Colour Visual ..... White</p> <p>Appearance Visual .... Opaque Liquid</p> <p>Foam Height ..... Medium</p> <p>Bacteria count ...4 million cfu per ml</p> <p>Odour ..... Sweet and Fresh</p> <p>Health/ Flammability/ Reactivity ...0/0/0</p>				
27.	<p>Description: <b>Coil &amp; Filter Cleaner/or Similar</b></p> <p><u>Specification:</u></p> <p>Contains no ozone depleting materials.</p> <p>No toxic chemicals</p> <p>Non-flammable, non-caustic, non-acid and solvent</p> <p>pH ..... 12.5-13.5</p> <p>Density ..... 1.18g/cc</p> <p>Foam Height .. High</p> <p>Colour ..... Light amber</p> <p>Appearance ....Thin clear liquid</p> <p>Odour ..... None</p> <p>% Solids (140deg C FOR 40 Minutes) ..... 15-20%</p> <p>Inhibited ..... Yes, for safety on soft materials</p> <p>Health/ Flammability/ Reactivity ...1/0/0</p> <p>Personal Protection ...B-Safety glasses and gloves</p>	1 x 5lt	200 x 5lt		
28.	<p>Description: <b>VEGA-SOL/or Similar</b></p> <p><u>Specification:</u></p> <p>Low volatility, no noxious fumes.</p> <p>Fragrance free, dye free</p> <p>Non-Acid, non-caustic, non-terpene</p>	1 x 5lt	100 x 5lt		

	Flash point greater than 63deg C Density @ 25deg C (ASTM-D-287) ..... 0.95g/ml Appearance ....Clear Yellow Little to no foam Diluted in water to form a temporary emulsion. Slight detergent odour and evaporates slower than water. Health rating .....1 Flammability rating ....2 Reactivity .....0 Personal protection...Wear safety glasses and gloves				
29.	<p>Description: <b>Silicone Spray/or Similar</b></p> <p><u>Specification:</u></p> <p>Dries fast-leaves no greasy or oily film Will not freeze or melt Not affected by water and oil Colourless, stainless and waxless Contains No 1,1,1 Trichloroethane pH @ 25deg C (ASTM-E-70) ...Neutral, non-polar solvent Density @ 25deg C (ASTM-D-287) ..... 0.7g/ml Colour (Visual) .... None Appearance @ 25deg (Visual) .... Clear Foam Height ..... None Odour ..... Low Solvent Odour Health/ Flammability/ Reactivity .....1/4/0 Personal Protection ..B- Glasses and Gloves Container ... 500ml</p>	1 x 500ml	500 x 500ml		
30.	<p>Description: <b>VIGOR/or Similar</b></p> <p><u>Specification:</u></p> <p>Formulated with biodegradable detergents, solvents, and colour-safe bleach</p>	1 x 5lt	200 x 5lt		

	Meets USDA A-1 Guidelines Dilutes up to 1:125 pH @ 25deg C (ASTM-E-70) ...8.0 Density @ 25deg C (ASTM-D-287) ..... 0.969g/ml Colour Visual ..... Non Appearance Visual ..Clear Foam Height ..... Medium Odour ..... None Health/ Flammability/ Reactivity .... 1/0/1 Personal Protection ... B-Safety glasses and gloves				
31.	Description: <b>Passage Plus Powder/or Similar</b> <u>Specification:</u>  Formulated with blend of naturally occurring organisms Prevents build-up of solids and sludge in sewer lines and pump stations. Devours fats, oils, grease and other hydrocarbons Contains no free enzymes Reduces odours and hydrogen sulphide levels pH Range .... 5-9.5 Temperature Range .... 7-49deg C Appearance .... Tan Form ..... Free Flowing Powder Odour ... Mild Earthy Shelf Life .... 2 years Storage .... Cool Dry Place Health/ Flammability/ Reactivity ..... 1/0/0 Personal Protection .... B-Safety glasses and gloves	1 x 25kg	50 x 25kg		
32.	Description: <b>Thyme Bomb/or Similar</b> <u>Specification:</u>  Rapid Knock down and kill within 30 seconds of contact	1 x 500ml	200 x 500ml		



	Provides residual control and repellency for up to 1 month EPA Exempted product pH @ 25deg C (ASTM-E-70) ...6.8 Density ..... 1.000g/ml Colour ..... Straw Appearance .... Clear Odour ..... Fresh mint/Wintergreen Viscosity .... Slightly viscous Health/ Flammability/ Reactivity ... 1/0/0				
33.	Description: <b>ULTRA-WHITE/or Similar</b> <u>Specification:</u>  pH @ 25deg C (ASTM-E-70) ....1 Density .... 1.10 – 1.11g/ml Colour (Visual) ... White Appearance (Visual) ... Opaque Liquid % Muriatic Acid ... 66.40% Protective Silicone Deposit ... Yes Boiling Point .... 110deg C Odour ..... Pungent % Solids ..... 30% Reactivity in Water ... Exothermic heats up slightly SARA 313 (40CFR 372) ... Not reportable Health/ Flammability/ Reactivity ... 2/0/0 Personal Protection ...B-Safety glasses and rubber gloves	1 x 5lt	400 x 5lt		

34.	<p>Description: <b>Solvent “P” /or Similar</b></p> <p><u>Specification:</u></p> <p>Heavy duty cleaner and degreaser  Long lasting clean and fresh Solvent  Concentrated for economical use  Natural degreaser that contains no phosphates  Cleans and Deodorizes all in one step</p> <p><b>This Item for Highly Concentrated Chemicals will be awarded to One Tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified. All data sheets and laboratory results for each item above MUST be submitted with your tender documents. A sample per item MUST be submitted in small containers/packets as well.</b></p> <p><u>Name of Tenderer:</u></p> <p><u>Delivery Period:</u> .....  (Maximum 5 Working Days)</p>	1 x 5lt			
	Sub Total for Items 1-34				
	Value-Added-Tax @ 15%				
	Total Amount Incl. Vat				
	<b>SECTION 2</b>				

	<b>Liquid Bioremedial Waste Water Treatment Degrader</b>				
No	Description	Unit of Measure	Projected Annual Quantity	Tendered Unit Price (Excl. Vat)	TOTAL (Excl. Vat)
1	<p><b><u>LIQUID BIOREMEDIAL WASTE WATER TREATMENT DEGRADER: /or Similar</u></b></p> <p><b>Properties:</b> The preparation must contain no hazardous ingredients per Directive 67/548/EEC. (European Union-Dangerous Goods) The product <b>must not be</b> hazardous or harmful to animals, plants, humans or the environment. The product must be easy to use and must be preferably be in liquid or gel form so that it can be easily dispersed in the waste water treatment works, It must be capable of working anywhere in the plant and able to survive in an anaerobic environment as well.</p> <p><b><u>Product that make up the inoculant MUST consist of the following:</u></b></p> <p><b>Bacteria:</b> <i>There must be at least more than 23 known strains of bacteria that degrade carbohydrates, proteins and lipids along with some known strains that are able to reduce the levels of hydrogen sulphide and metabolize various forms of inorganic nitrogen.</i></p> <p><b>Actinomycetes:</b> <i>It must contain this specialized group of bacteria that have the ability to degrade complex polymers such as cellulose, chitin, their intermediates and related compounds.</i></p> <p><b>Fungi:</b> <i>Unicellular harmless fungi with complementary degradation skills.</i></p>	5lt	200 x 5lt		

	<p><b>Chemicals:</b> <i>Product must be completely <b>Chemical Free</b> with no artificial preservative.</i></p> <p><b>NB: Supplier must provide Professionally Drafted MSDS according to standard like US.29 CFR 1910.1200 and Directive 2001/58/EEC.</b></p> <p><b>Name of Tenderer:</b></p> <p><b>Delivery Period: ..... (Maximum 5 Working Days)</b></p>				
	<b>Sub Total (Excl. Vat)</b>				
	<b>Vat 15%</b>				
	<b>Total (Incl. Vat)</b>				
	<b>SUPPLY &amp; DELIVERY OF CLEANING AND HOUSEHOLD PRODUCTS</b>				
<b>No</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Projected Annual Qty</b>	<b>Unit Price (Excl. Vat)</b>	<b>Total (Excl. Vat)</b>
	<p><b>Section 1 Cleaning Products</b></p> <p>This item for CLEANING PRODUCTS will be awarded to One Tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified. Technical Data sheet, Safety Data sheet, and Laboratory analysis MUST accompany the tender documents.</p> <p><b>NB: Small samples of the products MUST also be submitted by the Tenderer.</b></p>				
<b>No</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Projected Annual Qty</b>	<b>Unit Price (Excl. Vat)</b>	<b>Total Price (Excl. Vat)</b>

1	<b>A Non-Ammoniated Floor Stripper (Used for normal stripping of polymer or wax coatings)</b> <b>SABS Approved</b> <b>SANS 1224</b> Appearance: Clear Liquid pH: 12.5 – 13.5 Odour: Slight Solvent Dilution: 1:5	1 x 5lt	500 x 5lt		
2	<b>A General Purpose Degreaser (A versatile product that can be used for:</b> a) Vehicle cleaning b) Engine cleaning c) Engineering cleaning d) General purpose cleaning <b>SABS Approved</b> <b>SANS 1828</b> Appearance: Clear/Straw coloured liquid pH: 11.0 – 12.0 SG: 1.00 – 1.01 <b>Phosphate free</b> <b>Non Flammable</b>	1 x 5lt	200 x 5lt		
3	<b>Dishwashing Liquid Detergent (Effective in both hard &amp; soft water)</b> Rapid removal of grease Safe on all surfaces Biodegradable <b>SABS Approved</b> <b>SANS 1828</b> Used with all types of crockery and utensils including plastic ware Appearance: Clear, yellow liquid Odour: Mild pH: 12.0 – 14.0	1 X 5lt	800 x 5lt		
4	<b>Dishwashing Liquid</b> Clear, blue liquid rinse additive <b>Application:</b> To ensure quick water drainage, eliminating water spotting and producing streak-free results on crockery, cutlery and glass ware.	1 X 5lt	500 x 5lt		

	<p>Appearance: Clear, blue liquid  Odour: Mild  pH: 12.0 – 14.0  <b>SABS Approved</b>  <b>SANS 1828</b></p>				
5	<p><b>Dishwashing Liquid (Lemon)</b>  Lemon fragranced, high quality, neutral liquid detergent specifically formulated to give a balanced blend of wetting power, grease cutting, foam and gentle on hands.  <b>Application:</b> Used in the manual washing of dishes, pots, pans, glasses and cutlery. Also effective for a variety of cleaning tasks and can be safely used on work surface, floors, tiles, enamel, ceramic ware, plastic, chromium, steel, vehicles etc.  Appearance: Clear, Green viscous liquid  pH: 6.0-8.0  Odour: Lemon Fragrance  <b>SABS Approved</b>  <b>SANS 1828</b></p>	1 X 5lt	500 x 5lt		
6	<p><b>A Concentrated Detergent Disinfectant</b>  A clear, blue, pleasantly fragranced, safe detergent, disinfectant based Ammonia compounds.  <b>Application:</b> Cleans, disinfects and deodorized in one operation. It is designed for general purpose cleaning and disinfecting of hard surfaces like baths, toilets, floors.  Appearance: Clear, blue liquid  pH: 6.0 – 7.0  Odour: Scented  <b>SABS Approved</b>  <b>SANS 1828</b></p>	1 X 5lt	300 x 5lt		
7	<p><b>All Purpose Detergent and Sanitiser</b></p>	1 x 5lt	300 x 5lt		

	<p>Sort of Pine which is an effective cleaning disinfectant for general cleaning and sanitation.</p> <p><b>Application:</b> Designed for use on bathroom floors, toilets, urinals, kitchens, dining rooms and changing rooms.</p> <p>Appearance: Clear, yellow liquid</p> <p>pH: 6.8 – 7.8</p> <p>sg: 1.01</p> <p><b>Product Features:</b></p> <p>Combined detergent sanitizer- Sterilizes while it cleans</p> <p>Powerful and high bacteria kill factor</p> <p>Effective in both hard and soft water</p> <p>Controls residue- no contamination.</p>				
8	<p><b>A Perfumed Liquid Hand Soap</b></p> <p>A pearlescent, perfumed hand soap for use in washroom dispensers.</p> <p><b>Application:</b> Will effectively clean hands and leave a pleasant fragrance and will not dry out the skin. Additives are present in the formulation to prevent corrosion of internal metal parts of the dispense.</p> <p>Appearance: Pink Pearl liquid</p> <p>Odour: Floral</p> <p>pH: 5.5 – 7.5</p> <p><b>Product features:</b></p> <p>High foaming</p> <p>Contains moisturizers to prevent drying the skin</p> <p>Gentle on skin</p> <p>Effective in hard and soft water</p> <p><b>SABS Approved</b></p> <p><b>SANS 1221</b></p>	1 X 5lt	300 x 5lt		
9	<p><b>A Perfumed Liquid Hand Soap</b></p> <p>A Luxury, pearlescent, perfumed hand soap for use in washroom dispensers.</p>	1 X 5lt	300 x 5lt		

	<p><b>Application:</b> Will effectively clean hands and leave a pleasant after fragrance and will not dry out the skin. Additives are present in the formulation to prevent corrosion of internal metal parts of the dispenser.</p> <p>Appearance: White, Pearl Liquid</p> <p>Odour: Floral</p> <p>pH: 5.5 – 7.5</p> <p><b>SABS Approved</b></p> <p><b>SANS 1221</b></p>				
10	<p><b>Anti – Microbial Hand Soap</b></p> <p>It is an anti – microbial hand soap, a disinfectant detergent skin cleanser with proven bacterial, fungicidal and virucidal properties. It has been tested to BSEN 1499 testing.</p> <p><b>Application:</b> Can be used in all areas where hands require washing, and any other occupation/ industry where there is a risk of disease transmission by physical contact, e.g. food handling- before and after eating.</p> <p>Appearance: Pink/ Blue viscous liquid</p> <p>Solubility: 100% in water</p> <p>pH: Ideally between 7.5 – 7.8</p> <p>% Active G- Cide: 0.3-0.5%</p> <p><b>Product features:</b></p> <p>Does not contain any nitro-samic forming ingredients</p> <p>Contains G-Cide technology</p> <p>All ingredients biodegrade &gt;90% within 72 hours</p> <p>Contains emollients to prevent drying of hands</p> <p>Kills all known bacteria, fungi and viruses &gt;99.9%</p>	1 x 5lt	200 x 5lt		
11	<p><b>Anti-Microbial Hand Sanitizer Gel</b></p>	1 x 5lt	200 x 5lt		



	<p>It is a clear, odourless gel used for hand sanitization.</p> <p><b>Application:</b> Can be used in all areas where hands require washing, and any other occupation/ industry where there is a risk of disease transmission by physical contacts.</p> <p>Appearance: Clear, blue gel</p> <p>Solubility: 100% in water</p> <p>pH: Ideally between 5.0 – 7.0</p> <p>% Active G-Cide: 0.1%</p> <p><b>Product feature:</b> (The same as in item 10)</p>				
12	<p><b>A Multi- Purpose Cleaner</b></p> <p>A versatile, clear, red liquid cleaner for use on all water resistant surfaces in washrooms, bathrooms, toilet areas and rest rooms.</p> <p><b>Application:</b> Cleans enamel (bathtubs &amp; sinks), chrome, porcelain fixtures, wall tiles, synthetic and painted surfaces, glass and mirrors.</p> <p>Appearance: Clear red liquid</p> <p>Odour: Scented</p> <p>pH: 6.5 – 8.0</p> <p><b>Product features:</b></p> <p>Lingering fragrance</p> <p>Neutral pH</p> <p>Regular use hinders build-up of calcium/ lime</p> <p>Non corrosive</p> <p>Safe on all water resistant surfaces</p>	1 x 5lt	200 x 5lt		
13	<p><b>Ammoniated Cream Cleaner</b></p> <p>Is a perfumed, non- abrasive, ammoniated cream cleaner which is safe to use on all hard surfaces.</p> <p><b>Application:</b> Is powerful, packed with millions of micro particles and it removes tough dirt from most hard surfaces as</p>	1 X 5lt	300 x 5lt		

	<p>kitchen and bathroom basins, kitchen tops, walls, floors etc.</p> <p><b>Appearance:</b> Green, viscous liquid</p> <p>Odour: Ammonia</p> <p>pH: 9.5 – 10.5</p> <p><b>Product Feature:</b></p> <p>It is a gentle, effective cream detergent for cleaning all hard surfaces.</p> <p>Contains no abrasives and therefore can safely be used on all fine surfaces.</p> <p>Effectively removes grease, fat and other heavy soiling from all hard surfaces.</p> <p>Does not require rinsing after use.</p> <p><b>SABS Approved</b> <b>SANS 1828</b></p>				
14	<p><b>Ammoniated Cream Cleaner</b></p> <p>Is a non-abrasive, ammoniated cream cleaner which is safe to use on all hard surfaces.</p> <p><b>Application:</b> (As stated in item 13 above)</p> <p><b>Appearance:</b> White, viscous liquid</p> <p>Odour: Ammonia</p> <p>pH: 9.5 – 10.5</p> <p><b>Product feature:</b> (As seen in item 13 above)</p> <p><b>SABS Approved</b> <b>SANS 1828</b></p>	1 X 5lt	200 x 5lt		
15	<p><b>Cleaner Stain Remover and Whitener (Bleach)</b></p> <p>An effective, disinfectant, stubborn stain remover and whitener</p> <p><b>Application:</b> Removes stubborn stains, whitens and cleans and is effective for cleaning cloths.</p> <p><b>Appearance:</b> Clear, yellow liquid</p> <p>pH: 10.0-11.0</p> <p><b>Product Features:</b></p>	1 X 5lt	600 x 5lt		

	Good stain remover and whitener Inexpensive disinfectant Good oxidizing agent <b>SABS Approved</b> <b>SANS 1853</b>				
	<b>Sub Total (Excl. Vat)</b>				
	<b>Vat 15%</b>				
	<b>Total (Incl. Vat)</b>				
	<b>SECTION 3</b> <b>HOUSEHOLD PRODUCTS</b>  <b>This item for HOUSEHOLD PRODUCTS will be awarded to One Tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.</b>				
<b>No</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Projected Annual Qty</b>	<b>Price per Unit (Excl. Vat)</b>	<b>Total Price (Excl. Vat)</b>
<b>1</b>	<b>Bannister Brush</b> Size: 327mm (Soft Bristle) Only with wooden back	each	200		
<b>2</b>	<b>Bass Broom (Streets)</b> Size: 380mm (Long hard bristle) Complete with handle	each	600		
<b>3</b>	<b>Bannister Brush</b> Size: 327mm (Hard bristle) Only with wooden back	each	200		
<b>4</b>	<b>Budget Household Broom</b> Size: 265mm (Soft bristle) Complete with handle	each	200		
<b>5</b>	<b>Deck Shrub Complete</b> Size: 260mm (Hard short bristle)	each	100		
<b>6</b>	<b>Deluxe Broom</b> Size: 290mm	each	500		

	Bristle: Hard, soft flagged and centre bristle black Complete with handle				
7	<b>Grip House Broom Soft</b> Size: 270mm (Soft bristle) Complete with handle	each	500		
8	<b>Plastic Toilet Brush (Golf Head) only</b> Round plastic toilet brush only	each	50		
9	<b>Plastic Toilet Brush Only (Square)</b> Square plastic toilet brush only	each	50		
10	<b>Plastic Whiska Broom</b> Size: 230mm x 170mm Complete with handle	each	50		
11	<b>Platform Broom (Hard)</b> Size: 300mm with coated handle	each	50		
12	<b>Platform Broom (Hard)</b> Size: 600mm with coated handle	each	50		
13	<b>Platform Broom (Hard)</b> Size: 900mm with coated handle	each	30		
14	<b>Platform Broom (Soft)</b> Size: 300mm with coated handle	each	50		
15	<b>Platform Broom (Soft)</b> 600mm with coated handle	each	50		
16	<b>Promo Household Broom</b> Size: 250mm with PVC Grey metal handle, crimped bristle	each	50		
17	<b>Promo Household Broom</b> Size: 250mm with wooden handle, crimped bristle	each	50		
18	<b>Rake Combo</b> Plastic for grass & leaves Strong, good quality	each	150		

19	<b>Scrubbing Brush</b> Size: 280mm (Hard bristle)	each	50		
20	<b>Scrubbing Brush (Wooden Chubby)</b> Size: 155mm	each	50		
21	<b>Toilet Brush Set Plastic (Round)</b> Round plastic set (Come with holder & toilet brush)	Per set	50		
22	<b>Toilet Brush Set Plastic (Square)</b> Square plastic set (Come with holder & toilet brush)	Per set	50		
23	<b>Truck Wash Broom</b> Size: 280mm (Soft bristle with 1.2m handle) Moulded head, no bolts	each	50		
24	<b>Truck Wash Broom</b> Size: 280mm (Soft bristle with 2.5m handle) Moulded head, no bolts	each	50		
<b>Sub Total (Excl. Vat)</b>					
<b>Vat 15%</b>					
<b>Total (Incl. Vat)</b>					

<b>Signature of Knysna Municipality Officials at Tender Opening</b>	1.
	2.

**DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form 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 in the Republic at:

Postal Code:

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 specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

**NAME OF ENTERPRISE:**

**NAME (PRINT):**

**CAPACITY:**

**DATE:**

**SIGNATURE**

**WITNESS 1**

**WITNESS 2**

### 13.MBD 7.1 – Contract Form – Purchase of Goods / Works

#### NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchase will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration

#### PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Knysna Municipality** in accordance with the requirements and specifications stipulated in tender no **T 53/2018/19** for a one year period and the price(s) as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement: Binding documents, viz
  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Technical Specification(s)
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
  - (f) Declaration of Interest
  - (g) Special Conditions of Contract; and
  - (h) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

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**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

**PART 2 (To be completed by the KNYSNA MUNICIPALITY)**

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

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



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 ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

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I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment 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 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 remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

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

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