

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM: 87/24: SUPPLY, DELIVERY, INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT & THE REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT) STARTING 01 JULY 2024 ENDING 30 JUNE 2027

TENDER NUMBER: **B/SM 87/24**
DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT & THE REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT) STARTING 01 JULY 2024 ENDING 30 JUNE 2027**

CLOSING DATE: **20 May 2024**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - **Class of Construction Works: 1 CE or 1GB or higher.**

INFORMATION:

Tender Specifications: Nazeema Mohamed at 021 808 8235: e-mail: Nazeema.Mohamed@stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp at 021 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

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

Sealed Tenders, with “**B/SM: 87/24 SUPPLY, DELIVERY, INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT & THE REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT) STARTING 01 JULY 2024 ENDING 30 JUNE 2027.**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R343.00 per document.***

Note: The Municipality will never contact you to pay money in exchange for the award of the tender

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM: 87/24 VOORSIENING, AFLEWERING, INSTALLASIE VAN BUITELUG OEFENTOESTELLING & DIE HERSTEL VAN BESTAANDE TOERUSTING (OEFENINGTOESTELLING) BEGIN 01 JULIE 2024 EINDIG 30 JUNIE 2027

TENDER NOMMER: **B/SM 87/24**

BESKRYWING: **VOORSIENING, AFLEWERING, INSTALLASIE VAN BUITELUG OEFENTOESTELLING & DIE HERSTEL VAN BESTAANDE TOERUSTING (OEFENINGTOESTELLING) BEGIN 01 JULIE 2024 EINDIG 30 JUNIE 2027**

SLUITINGSDATUM: **20 Mei 2024**

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

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **1CE of 1GB of hoër** hê

NAVRAE:

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Kantoor Ure: 08h00-15h30

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

Verseëlde tenders duidelik gemerk: **“BSM 87/24 VOORSIENING, AFLEWERING, INSTALLASIE VAN BUITELUG OEFENTOESTELLING & DIE HERSTEL VAN BESTAANDE TOERUSTING (OEFENINGTOESTELLING) BEGIN 01 JULIE 2024 EINDIG 30 JUNIE 2027”**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

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

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R343.000 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 87/24

TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT & THE REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT) STARTING 01 JULY 2024 ENDING 30 JUNE 2027.

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) <i>(refer to page 89)</i>	
BBBEE LEVEL	

APRIL 2024

PREPARED AND ISSUED BY:

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

CONTACT FOR ENQUIRIES

REGARDING SPECIFICATIONS:

Nazeema Mohamed
Manager: Parks and Cemeteries

Tel. Number: **021 808 8235**



1. TENDER NOTICE & INVITATION TO TENDER

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 87/24	CLOSING DATE:	20 May 2024	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT & THE REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT) STARTING 01 JULY 2024 ENDING 30 JUNE 2027				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	Nazeema Mohamed
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8235
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Nazeema.Mohamed@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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



2. CHECKLIST

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

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



3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to sign
 all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



5. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



-
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
 - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non- receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose



substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.



F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer



-
- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
-



F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying



requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification



Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer



Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

Where:

- P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration; and
 P_{min} = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated



to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$\text{Pt} - \text{Pmin}$$



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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

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



The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
	^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and



$W_2 =$ the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



6. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



7. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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

1. GENERAL CONDITIONS

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

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

- 1.3 Points for this bid shall be awarded for:
- (a) Price;
- (b) B-BBEE Status Level of Contributor. and

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price, and BBEE (must not exceed 100)	100

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

2. DEFINITIONS

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



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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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



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

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

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

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

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

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

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



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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

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

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

Business Address -

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024).**N/A**



A valid municipal account or proof of valid lease agreement, or affidavit must be attached

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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



exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

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



PLEASE COMPLETE IN FULL YOUR OWN SWORN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

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

NB!

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.



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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

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

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



13. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



14. SPECIFICATIONS

INTRODUCTION

Stellenbosch Municipality invites tenders for the supply, delivery, installation, and/or repair of existing outdoor exercise equipment for various parks/ facilities in the WC024. This document consists of general and technical specification.

This service will be required as and when required when the need arises.

GENERAL SPECIFICATION FOR OUTDOOR EXERCISE EQUIPMENT

This general specification is to be read in conjunction with the relevant specification for each item as listed on the attached schedule. Tenderers shall comply with these general conditions unless otherwise directed. All drawings are sketches only and are not to scale.

STEEL CONSTRUCTION, PIPEWORK AND TIMBER

- 1.1 Unless otherwise directed all pipework shall be Class B galvanized pipe, **free of joints** and with an internal diameter as specified.
- 1.2 All pipework shall comply with the code, BS 1387/1985 (Schedule of Weights of Building Materials – loading capacity amongst others) for steel tubes.
- 1.3 All steelworks shall be **hot dipped galvanized** in accordance with BS 729/1971 and SABS 763/1988. The galvanizing process shall penetrate all areas (inside and out) of any term of equipment.
- 1.4 Steel pipework shall be a minimum thickness of 3mm (new installations only).
- 1.5 All metal parts must receive minimum 0.3mm powder coating.
- 1.6 Equipment must be protected with a layer UV3 or equivalent for ultraviolet protection.
- 1.7 Tenderers shall note that prior to painting of the finish coat, all iron and steel work, be it galvanized, or black, shall be pre-treated with Calcium Plumbate, weld able primer (NS4) or equal approved (equivalent) primer and in accordance with SABS 064/1979 (latest amended edition). At least two final high gloss finish coats (each with a DFT of 30 micron) shall be applied to the colour specified for each item. The primer coat and one coating of the final colour shall be applied in the workshop with the final coat being applied on site. Final coating shall be approved high gloss enamel paint, tenderer to state products and brand.
- 1.8 All open pipe ends shall be fully closed, either by steel capping or sealed crimping and shall be ground smooth. Joints between all pipework shall be mitred. A slight degree of flattening the ends is allowable but this should not exceed 10 mm out of

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



round when measured end on. The intent must be to ensure a profiled end on any pipe which allows a small (+ - 2 mm) acceptable gap for welding when placed in position with its mating component. Multiple welds to fill gaps is not acceptable.

- 1.9 All welds shall be ground smooth, free from blow holes and zinc sprayed.
- 1.10 Any timber used shall be well seasoned, flat Meranti free from knots, cracks or splinters and shall have been treated with raw Linseed oil or equivalent. Timber used for the slide side guides shall be planed smooth.
- 1.11 All seats and stepping platforms where applicable must be fabricated of 5 or more layers of fiberglass.
- 1.12 All pedals must be in a socket design to better secure the foot.
- 1.13 Equipment to have fillet/rounded edges to reduce impact.
- 1.14 The moving pedals/parts and the main frame must be adequately spaced to avoid potential injuries.
- 1.15 No plastic components allowed for decorative purposes.
- 1.16 Equipment joints (Bearings) must be stainless steel with cast steel rollers, must not require lubrication and must be protected against dust, sand and water.

FASTENERS AND ANCHOR BOLTS

- 1.17 All bolts, nuts and washers utilised in the construction of any item of equipment shall be stainless steel.
- 1.18 Base plate anchor bolts shall be constructed in an "L" shape or equivalent and only one washer shall be fitted under each anchor nut. No washers, wedges or distance pieces shall be fitted between the concrete base and steel base plate of any item. Anchor bolt size in the bent position, unless otherwise stated, shall be 250 mm long and 16 mm in diameter. All base plate holes shall be drilled as specified on the individual play equipment plans.
- 1.19 After bolting tight, no bolt anywhere on the structure shall protrude more than two thread pitches above the nut. Either these threads are to be filed flat or a sacrificial nut must be used to destroy the thread on tightening. This is to ensure that the nut cannot be loosened by vibration or vandalism. Fasteners will be ground off should they require removal. All base plates shall rest flat and square on the pedestal bases. Bolt threads shall pass completely through the nut.
- 1.20 If sawn off, anchor bolt shall be filed free of burs and bolts or fasteners to be cold galvanised after installation. These shall be torqued to a torque not less than 65Nm.
- 1.21 Holding down bolts for bearing pedestals shall each be fitted with a lock washer.
- 1.22 Where specified locknuts shall be provided.

CONCRETE PEDESTAL AND TARMAK BASES

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



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- 1.23 Where the Tenderer is required to provide a CONCRETE base, he shall construct it to the size specified and to the following specification:
- 1.24 After removal of the soil for the concrete base the excavated base area shall be treated with a soil sterilant.
- 1.25 All pedestals / foundations shall be of concrete in the ration of 1:2:3 (cement: sand: stone). All concrete foundations shall be given a setting period of 7 days in summer and 14 days in winter before the installation of any play equipment.
- 1.26 Thereafter a 75 mm thick concrete layer in the ratio of 1:2:3 (cement: sand: stone) shall be laid on a well compacted base. At the same time the surface of the concrete must be smoothed out. The final surface shall be level with the surroundings. The steel base plates shall not be covered.
- 1.27 All concrete bases shall be edged with 73mm red Clay face-brick pavers set in cement and level with the finished concrete surface.
- 1.28 On a big surface e.g. Swings - expansion joints must be provided.
- 1.29 Where the Tenderer is required to provide a TARMAC base he shall construct it to the size specified and to the following specification:
- 1.30 After removal of the soil for the tarmac base the excavated base area shall be treated with a soil sterilant.
- 1.31 Thereafter a 100 mm thick layer of coarse gravel shall be laid and well compacted down. On top of this a 25 mm thick wearing course of 10 mm premix shall be laid and rolled smooth. This final surface shall be level with surroundings. Tenderers shall ensure that any tarmac applied shall not cover the steel base plates.
- 1.32 All tarmac bases shall be edged with 73mm red Clay face-brick pavers, set in cement and level with the finished tarmac surface. Pavers are to be set on 100mm concrete bed and hunched on both sides to satisfaction of Council's representative.
- 1.33 Tenders shall note that any soil excavated for concrete or tarmac bases shall be removed by the Contractor unless permission is given to leave it on site.

INSPECTION OF WORK AND MARKING OF EQUIPMENT

- 1.34 The Contractor must contact the responsible municipal official indicated on the purchase order and give him 48 hours' notification of intention to commence work on site. The Council reserves the right to inspect any item of equipment at any stage of fabrication or erection at either the Contractor's works or at the playground concerned. The Contractor must provide a triplicate book for the manufacturing history of Council playground assets. One copy is for the supplier, one for the technical official from Council and one must be attached to the delivery note or invoice. The serial number must be reflected on all copies. Each asset to be supplied must be tack welded or stamped on more than one base plate of the unit with the initial of the contractor, serial number and last 2 digits of the year EG: Playground Parks PP013.03

- 1.35 The Contractor shall notify The Responsible Official or his representative once an item has been completely welded **prior to the galvanising and before the painting process**. All equipment must be inspected by an appointed Council Inspector prior to any finish coats being applied, and after final coating prior to installation. The book

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



must be signed off by the official undertaking the inspection prior to the painting. Any technical concerns raised as to the quality of the work will be noted in the book. In such a case, the Contractor must contact the official to arrange for further inspection of the particular item after completion of manufacture prior to installation. No delivery will be accepted without a certificate from the responsible city official or his Technical Support representative certifying that the work has been undertaken correctly.

No payment will be made without such a certificate. After installation of the equipment, the official must sign off the equipment as acceptable.

- 1.36 Tenderers may view the various equipment already erected at Council Sites and shall ensure that their standard of workmanship, and construction of each item conforms to or is better than that of such equipment.
- 1.37 The Contractor shall take precautions to safeguard the public from injury whilst the equipment is being erected and shall provide a night watchman/guard until such time as the equipment is safe for use.
- 1.38 Should the vendor be concerned regarding the safety of themselves or anyone within their employ at a Council site while on official duty, they need to contact relevant manager.
- 1.39 Any references to SABS will refer to that particular SABS or the latest revision thereof.

FINISH

The exercise items shall be finished in a color specified by the client.

1.40 INSTALLATIONS

- Item 1. Twin Walker: Concrete pedestals to be 600mm(L) x 900mm (W) x 600 (D)
- Item 2. Double Walker: Concrete pedestals to be 750mm(L) x 600mm x600mm.
- Item 3. Twin Push-Up Frame.: Concrete pedestal to be 1000mm x 600mm x 600mm.
- Item 4. Double Twister: Concrete pedestal to be 1000mm x 700mm x 600mm.
- Item 5. Tai-Chi Wheel: Concrete pedestal to be 800mm x 800mm x 600mm.
- Item 6. Twin-Push Chair: Concrete pedestal to be 1000mmx800mm 600mm.
- Item 7. Twin – Pull – Up – Chair: Concrete pedestal to be 1000mm x 700mm x 800mm.
- Item 8. Twin-Side-Twister.: Concrete pedestal to be 700mm 600mm x 600mm.

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



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- Item 9. Monkey Frame.: Concrete pedestals to be 400mm x 400mm x 400mm.
- Item 10. Balancing Beam.: Concrete pedestals to be 400mm x 400mm x 400mm.
- Item 11. Sit – Up- Frame: concrete pedestals to be 400mm x 400mm x 400mm.
- Item 12.4 – in- One Machine.: Concrete pedestal to be 1500mm x 1500mm x 900mm.

OTHER REQUIREMENTS

- 1.41 The appointed contractor shall adhere to Supply, delivery, install and /or repair as per instructions by the Project Manager or his/her delegated official for the use of specific machines as determined by site conditions
- 1.42 The contractor shall ensure that suitable equipment and staff are available at all times to provide the required service. All unskilled labour must be obtained from the local areas in WC024.
- 1.43 The contractor shall ensure that all staff is fully conversant with all aspects of the Health and Safety regulations. (also see Health and Safety Plan process flow). Adherence to Health and Safety regulations should be applied and it is advisable that a proper HIRA for each tasks listed above should be followed. The contractor shall have at least a 1GB or a 1CE CIDB grading.
- 1.44 The contractor’s staff shall wear distinctive protective clothing whilst on site. The contractor is responsible for the behaviour and work performance of staff whilst on site.
- 1.45 In the contexts of Local Labour, 100% unskilled labour must be obtained in WC024.
- 1.46 The main contractors are not allowed to sub-contract any part/whole of this contract without prior approval from the Stellenbosch Municipality’s permission has been granted, all sub-contractors will make use of the same list of equipment and all conditions of this tender will apply to the sub-contractor.
- 1.47 **Installation Period:**
The Period for the supply and final installation for any installation signage project will not exceed 21 days from date of purchase order, unless otherwise agreed upon between the Service Provider and responsible Municipal Official.

HEALTH AND SAFETY SPECIFICATION:

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



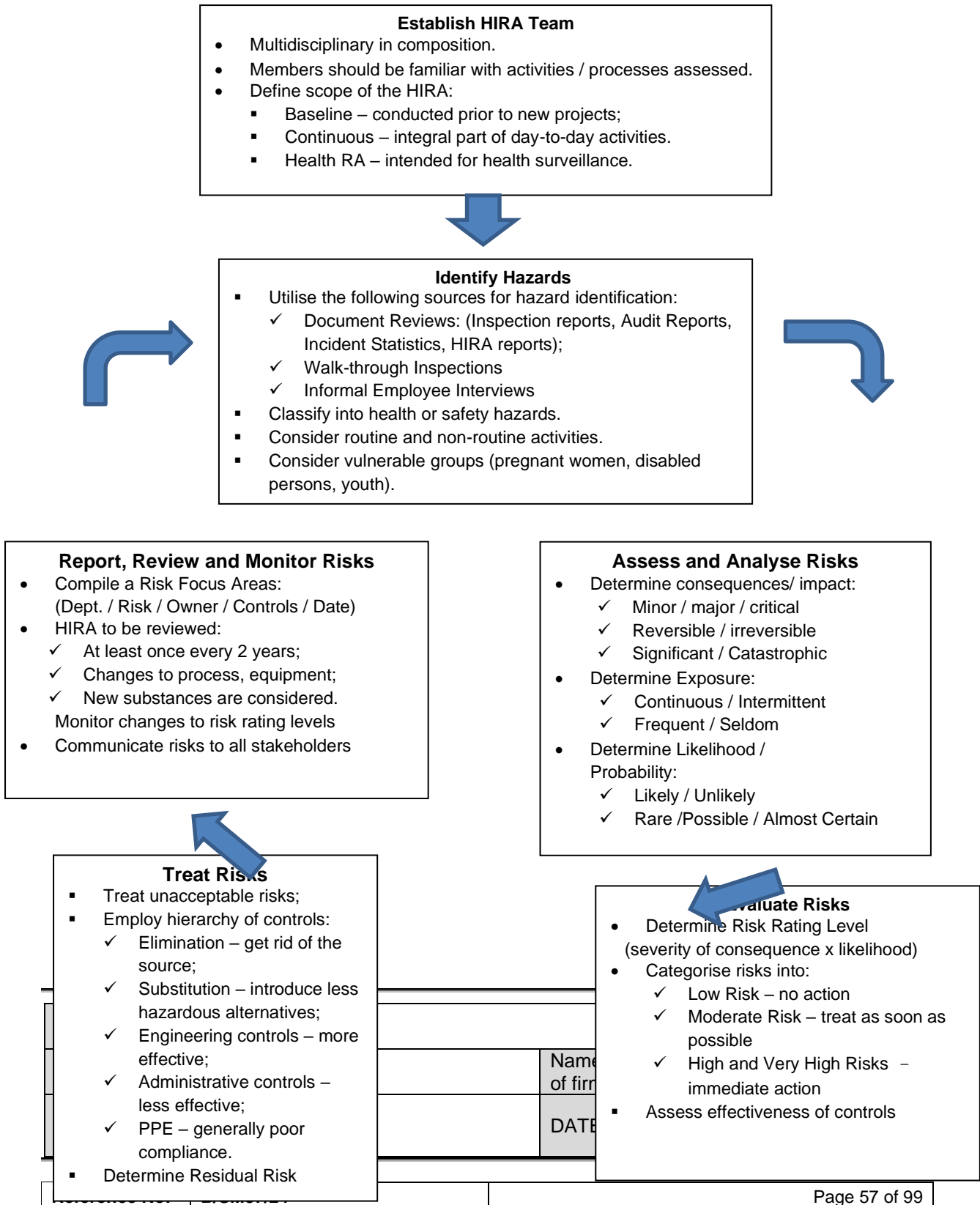
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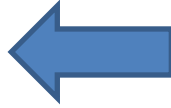
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All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act (85 of 1993). Any liability arising out of the activities of the contract shall be the Contractor's responsibility.

OVERVIEW OF HAZARD IDENTIFICATION AND RISK ASSESSMENT – E1



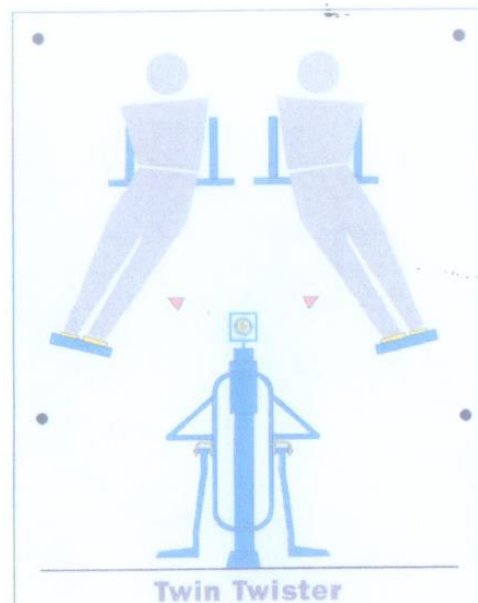
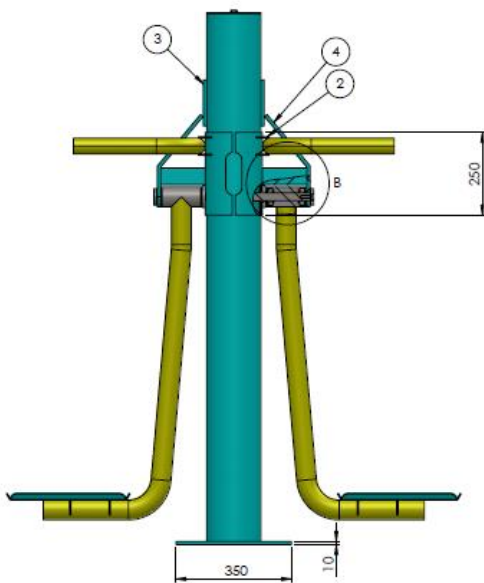


SECURITY

The onus is on the service provider to familiarise themselves with the social surroundings of the areas in WCO24 hence ensuring that all the items they work with are secured / insured by themselves and to provide their own security to safeguard items should project be done after normal working daytime hours.

PLAY EQUIPMENT: DRAWINGS

a) Twin side twister



b) Twin push chair

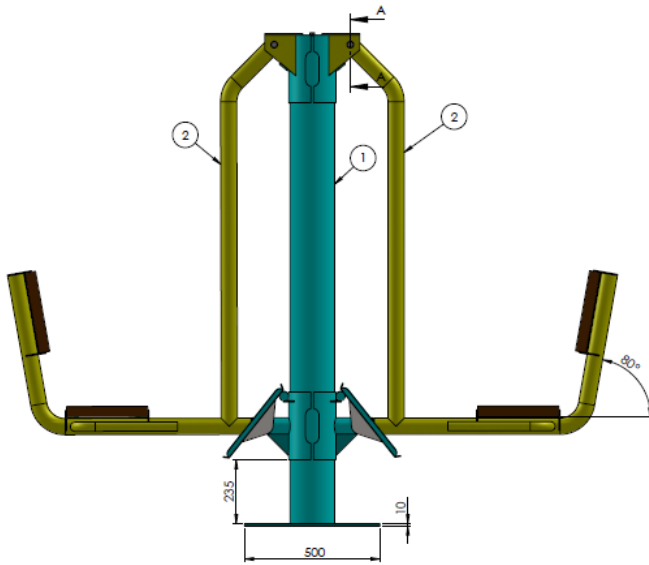
PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



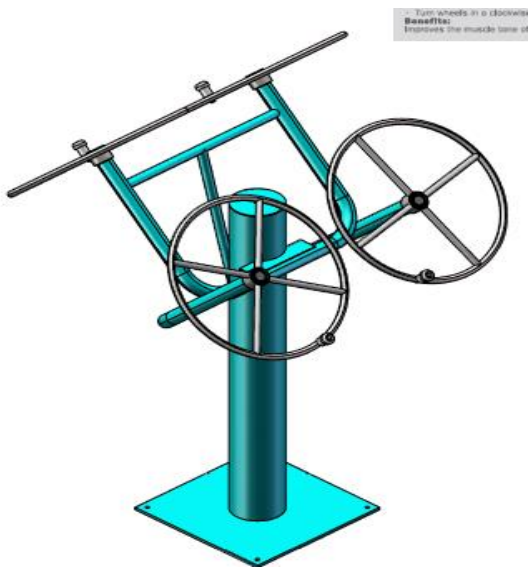
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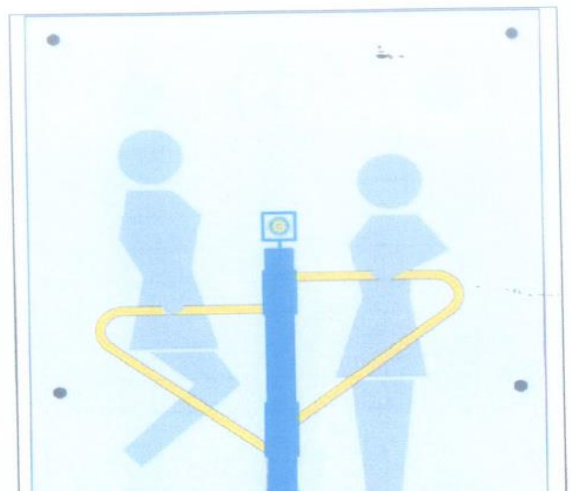
c) Twin Tai – Chi wheel



d) Twin Push-up frame:

PRINT NAME:		
CAPACITY:		No of
SIGNATURE:		D/

Reference No:	B/SM87/24	
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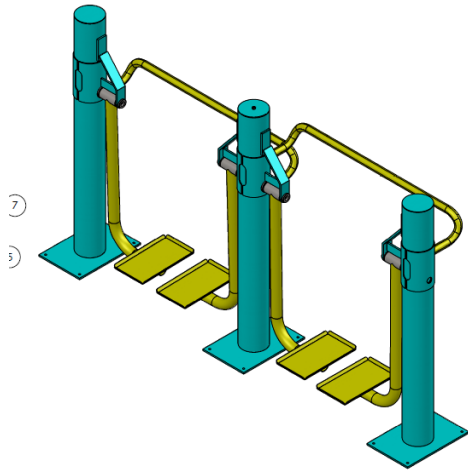
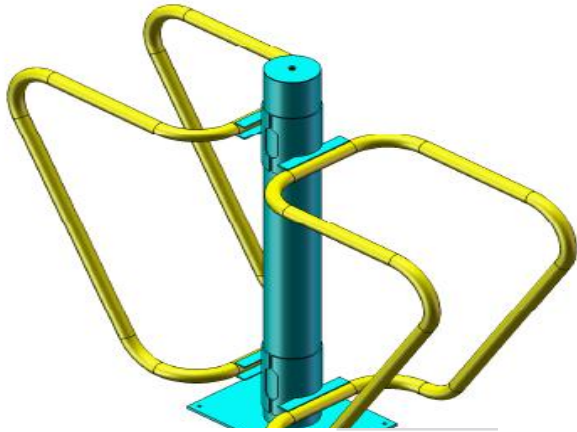




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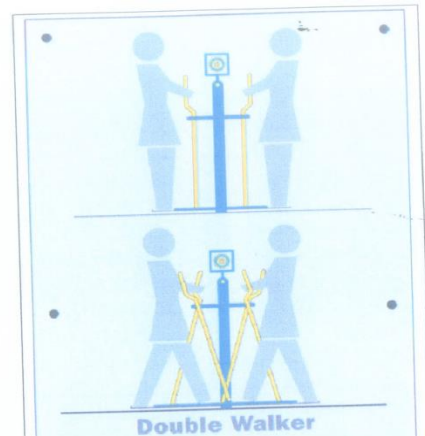
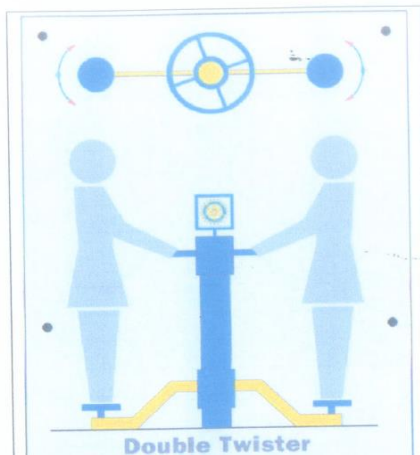
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e) Double Twister

f) Double Walker



		Name of firm	
SIGNATURE:		DATE:	

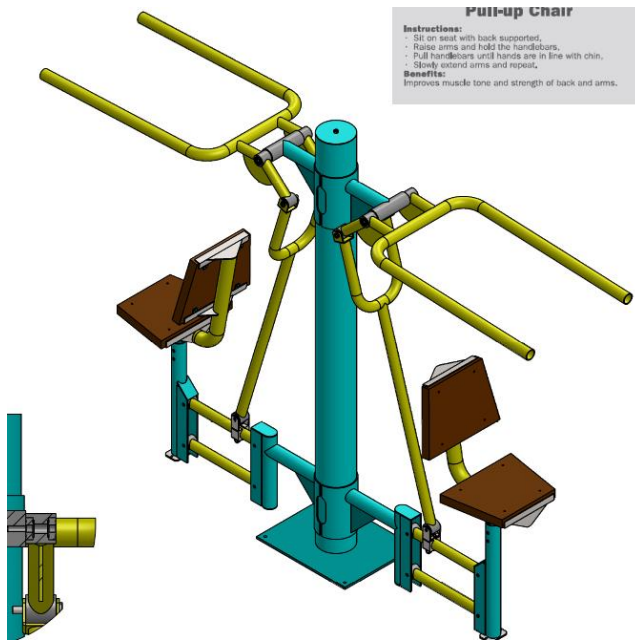


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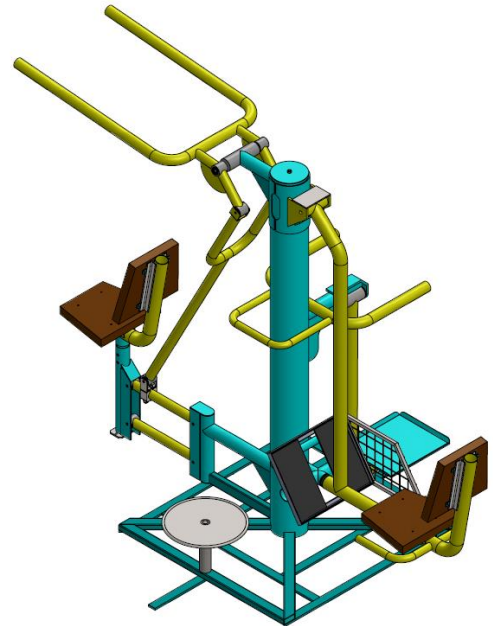
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g) Twin pull up chair



Pull-up Chair
Instructions:
 - Sit on seat with back supported,
 - Raise arms and hold the handlebars,
 - Pull handlebars until hands are in line with chin,
 - Slowly extend arms and repeat.
Benefits:
 Improves muscle tone and strength of back and arms.

h) 4 in 1 machine



i) Balancing beam



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



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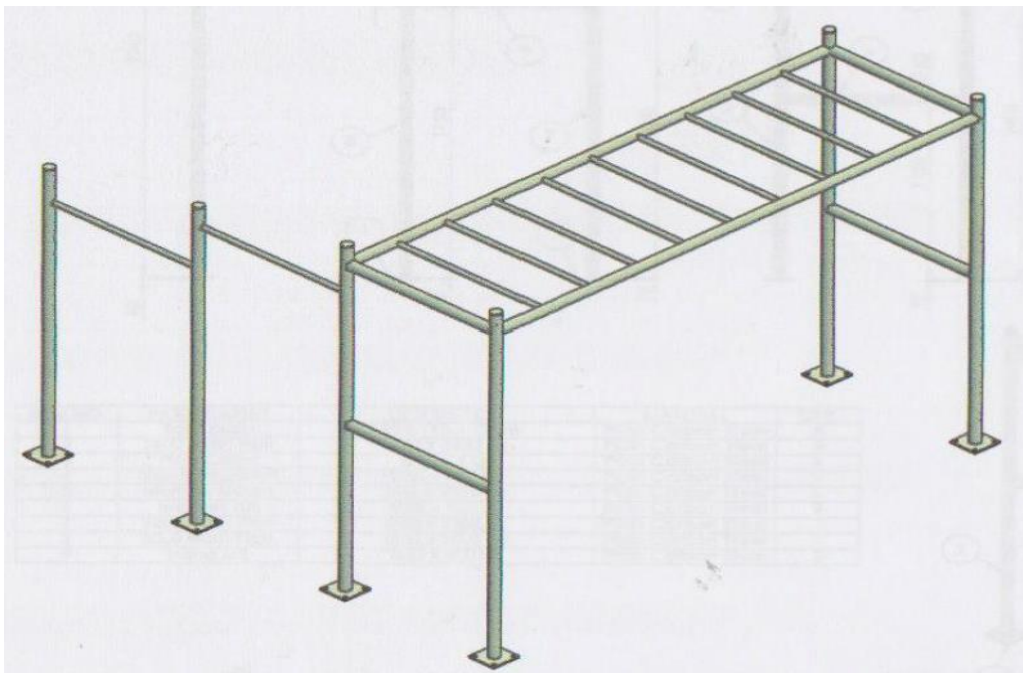
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j) Sit up frame



k) Monkey frame



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



- 1.48 Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- 1.49 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- 1.50 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder’s broker or the insurance company itself (see **Proof of Insurance / Insurance Broker’s Warranty** section in document for a pro forma version).

In the event of under insurance or the insurer’s repudiation of any claim for whatever reason, Stellenbosch municipality will retain its right of recourse against the supplier.
- 1.51 The supplier shall be obliged to furnish Stellenbosch municipality with proof of such insurance as Stellenbosch municipality may require from time to time for the duration of this Contract. Evidence that the insurances have been affected in terms of this clause, shall be in the form of an insurance broker’s warranty.

Warranty and CIDB grading

- 1.52 This warranty for this contract shall remain valid for the duration of the contract after the goods have been delivered.
- 1.53 Service provider must have a 1GB or a 1CE CIDB grading.

Payment

- 1.54 The supplier shall furnish the purchaser’s Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.
- 1.55 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings.

Stellenbosch municipality is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

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



15. PRE-QUALIFICATION SCORE SHEET

2.1 RESPONDENT'S COMPANY EXPERIENCE

a) Proof where projects of type of similar work installing, replacing and repairing outdoor gym items (Proof to be provided of at least five(5) successful projects performed in the past five years

1.	
2.	
3.	
4.	
5.	

b) Client's details: where work was done, contactable contact names and valid telephone numbers with email addresses

1.	
2.	
3.	



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4.	
5.	
c) Proof of Start and end dates of the five similar contracts installing & repairing gym items with completion certificates. Including a valid 1GB or 1CE CIDB grading certificate	
1.	
2.	
3.	
4.	
5.	

14. ELIGIBILITY

Failure to complete all columns in the table below with Y ✓ will deem this bid as non-responsive.

		Y ✓	N ✗
1	Proof at least five successful projects done in the past five years. Photos with addresses to be provided.		



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2	Proof of completion certificates or paid invoices provided for all of the five projects mentioned above.		
3	Proof of valid galvanising certificate Provided for all the completed new installations of the completed projects.		
4	Warranty of at least two years on all new installations and repairs		
5	Client's details: where work was done, contactable contact names and valid telephone numbers with email addresses		
6	Start and end dates of the five similar contracts installing & repairing gym items with completion certificates		



16.	SCHEDULE OF PLANT AND EQUIPMENT
------------	--

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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



20. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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21. FORM OF OFFER AND ACCEPTANCE

NOTE:

- This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
- NO correction fluid/tape may be used.
 - 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.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

1. OFFER

- The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 87/24**
- The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organisation)</i>	Date	
Signature of witness:			



2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		

22. PRICING SCHEDULE

NOTE:

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

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

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

1 .Only firm prices will be accepted and non-firm prices will not be considered

Bid specifications may not make any reference to any particular trademark, name, patent, design, type, specific origin, or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent".

15. PRICING SCHEDULE A

SUPPLY, DELIVERY, AND INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT

FIRM UNIT PRICE (excl. VAT) FROM 01 JULY 2024 UNTIL 30 JUNE 2027.

Please note. Bidder must complete ALL the items in this sections. Also, the optional ones

MAXIMUM 8 WEEKS REQUIRED TO REMOVE, COMPLETE, DELIVER & RE-INSTALL WHERE APPLICABLE FROM DATE OF OFFICIAL ORDERS

Item No.	Item	Description	Unit	1 July 2024 – 30 June 2025 (Exclusive Vat)	1 July 2025 – 30 June 2026 (Exclusive Vat)	1 July 2026 – 30 June 2026 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.1	Twin Walker Drawing No. 01	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price for twin walker for each year				R	R	R
Total price of Twin Walker for all three years				R		
1.2	Double Walker Drawing No. 02	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
Total Price For Double Walker For All Three Years				R		

Item No.	Item	Description	Unit	1 July 2024 – 30 June 2025 (Exclusive Vat)	1 July 2025 – 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.3	Push Up Frame Drawing No. 03	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item)	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR PUSH UP FRAME IN 1.3 FOR ALL THREE YEARS R						
1.4	Double Twister Drawing No. 04	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR DOUBLE TWISTER IN 1.4 FOR ALL THREE YEARS				R		

Item No.	Item	Description	Unit	1 July 2024 – 30 June 2025 (Exclusive Vat)	1 July 2025 – 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.5	Twin Tai-chi Wheel Drawing No. 05	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR TWIN TAI- CHI WHEEL IN 1.5 FOR ALL THREE YEARS				R		
1.6	Twin Push Chair Drawing No. 06	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR TWIN PUSH CHAIR IN 1.6 FOR ALL THREE YEARS				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.7	Twin Pull Up Chair Drawing No. 07	a) Supply and delivery of equipment	each	R	R	R
		b) Installation of equipment, only	each	R	R	R
		c) Supply and installation of equipment	each	R	R	R
		d) Powder coating per Item	each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR TWIN PULL UP CHAIR IN 1.7 FOR ALL THREE YEARS R						
1.8	Twin Side Twister Drawing No. 08	a) Supply and delivery of equipment	each	R	R	R
		b) Installation of equipment, only	each	R	R	R
		c) Supply and installation of equipment	each	R	R	R
		d) Powder coating per Item	each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR TWIN SIDE TWISTER IN 1.8 FOR ALL THREE YEARS R						

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.9	Monkey Frame Drawing No. 09	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total Price Per Item Per Item for Each Year				R	R	R
Total Price for Monkey Frame In 1.9 for all three years				R		
1.10	Balancing Beam Drawing No. 10	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR BALANCING BEAM IN 1.10 FOR ALL THREE YEARS				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.11	Sit Up Frame Drawing No. 11	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR ST UP FRAME IN 1.11 FOR ALL THREE YEARS					R	
1.12	4-in1 Machine Drawing No. 12	a) Supply and delivery of equipment	Each	R	R	R
		b) Installation of equipment, only	Each	R	R	R
		c) Supply and installation of equipment	Each	R	R	R
		d) Powder coating per Item	Each	R	R	R
Total price per item per item for each year				R	R	R
TOTAL PRICE FOR 4-IN 1 MACHINE IN 1.12 FOR ALL THREE YEARS					R	
1.13	Circuit information board	All outdoor exercise equipment must be supplied in accordance with specification ref drawing no.09	Each	R	R	R
TOTAL PRICE FOR ITEM IN 1.13 ALL THREE YEARS					R	

1.14	Instruction panel	All outdoor exercise equipment must be supplied in accordance with specification ref drawing no.01 to 14	Each	R	R	R
TOTAL PRICE FOR ITEMS IN 1.14 FOR ALL THREE YEARS				R		
2.1	Supply and installation of the above-mentioned equipment on a new concrete base	Supply and installation of the above-mentioned equipment on a new concrete base	Per m ²	R	R	R
TOTAL PRICE PER m² FOR ALL THREE YEARS IN 2.1				R		
2.2	Supply and installation of the above-mentioned equipment on a new Tarmac Base	Supply and installation of the above-mentioned equipment on a new Tarmac Base	Per m ²	R	R	R
TOTAL PRICE PER m² FOR ALL THREE YEARS IN 2.2						
2.3	Supply and Install E1 Curb Edging	Supply and Install E1 Curb Edging	Per meter	R	R	R
TOTAL PRICE PER m FOR ALL THREE YEARS IN 2.3						
2.4	Supply and Install Clay- brick Edging	Supply and Install Clay- brick Edging	Per meter	R	R	R
TOTAL PRICE PER m FOR ALL THREE YEARS IN 2.4				R		

TOTAL PRICES FOR ALL ITEMS IN SCHEDULE A Carried over from(1.1 - 2.4)				
	1 July 2024– 30 June 2025	1 July 2025– 30 June 2026	1 July 2026– 30 June 2027	TOTAL PRICE FOR ALL THREE YEARS
	(Exclusive Vat) TOTAL PRICE	(Exclusive Vat) TOTAL PRICE	(Exclusive Vat) TOTAL PRICE	
PRICES BEFORE VAT	R	R	R	R

CARRY THIS TOTALS OVER TO PAGE 89 AND ADD WITH TOTALS WITH SECTION B FOR TOTAL PRICE

Note : Powder coating may//not be requested on installation

PRICING SCHEDULE B

REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT)

FROM THE DATE OF 01 JULY 2024 UNTIL 30 JUNE 2027.

MAXIMUM 8 WEEKS REQUIRED TO REMOVE, COMPLETE, DELIVER & RE-INSTALL WHERE APPLICABLE FROM DATE OF OFFICIAL ORDERS

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
1.1	Item 1: Twin Walker	Removal & Re-Installation	Each	R	R	R
1.2		Replacement of Baseplates	Price Per Plate	R	R	R
1.3		Replacement of footplate (price per plate)	Price Per Plate	R	R	R
1.4		Replacement of Pipe (48.50mm)	Price Per Meter	R	R	R
1.5		Replacement of Shaft	Each	R	R	R
1.6		Replacement of Pipe (60mm)	Price Per Meter	R	R	R
1.7		Replacement of 165mm post	Each	R	R	R
1.8		Refurbishment	Each	R	R	R
1.9		Stripping and Painting	Each	R	R	R
1.10		Replacement of 165mm end cover	Each	R	R	R
1.11		Replacement of hinge support	Each	R	R	R
1.12		Replacement of pivot nut	Each	R	R	R
1.13		Replacement of stiffener	Each	R	R	R
1.14		Replacement of collar base twister	Each	R	R	R
1.15		Replacement of bearings	Each	R	R	R

1.16		Replacement of bearing cover	Each	R	R	R
1.17		Replacement of foot stiffener	Each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 1.1 TO 1.16				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
2.1	Item 2: Double Walker	Removal & Re-Installation	Each	R	R	R
2.2		Replacement of Baseplates	Price Per Plate)	R	R	R
2.3		Replacement of footplate	Price Per Plate)	R	R	R
2.4		Replacement of foot beam	Each	R	R	R
2.5		Replacement of pipe(42,30mm)	Price Per Meter	R	R	R
2.6		Replacement of Pipe (60mm)	Price Per Meter	R	R	R
2.7		Replacement of pivot bush	Each	R	R	R
2.8		Replacement of spacer	Each	R	R	R
2.9		Stripping and Painting	Each	R	R	R
2.10		Replacement of lower pivot shaft	Each	R	R	R
2.11		Replacement of bearings	Each	R	R	R
2.12		Replacement of bearing cover	Each	R	R	R
2.13		Replacement of 165mm end cover	Each	R	R	R
2.14		Replacement of top pivot shaft	Each	R	R	R
2.15		Replacement of end washer	Each	R	R	R
2.16	Replacement of lower bearing ends	Each	R	R	R	
2.17	Replacement of pivot support	Each	R	R	R	
2.18	Replacement of lower pivot shaft	Each	R	R	R	
TOTAL PRICE FOR ALL ITEMS FROM 2.1 TO 2.18				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
3.1	Item 3: Twin Push Up Frame	Removal & Re-Installation	Each	R	R	R
3.2		Replacement of Base Plate	Each	R	R	R
3.3		Replacement of Pipe (165 x 4,5 mm)	Price Per Meter	R	R	R
3.4		Replacement of instruction panel	Each	R	R	R
3.5		replacement of hand base	Each	R	R	R
3.6		Replacement of Pipe (50mm)	Price Per Meter	R	R	R
3.7		Replacement of collar brace	Each	R	R	R
3.8		Refurbishment	Each	R	R	R
3.9		Stripping and Painting	Each	R	R	R
3.10		Replacement of 165mm end cover	Each	R	R	R
3.11		Replacement of M10 hex nuts	Each	R	R	R
3.12		Powder Coating	Each	R	R	R
3.13		Wooden Seat / Back Support	Each	R	R	R
3.14		Fibreglass Seat / Back Support	Each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 3.1 TO 3.14				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
4.1	Item 4: Double Twister	Removal & Re-Installation	each	R	R	R
4.2		Replacement of Baseplate	each	R	R	R
4.3		Replacement of Tapered Roller Bearing	price per bearing	R	R	R
4.4		Replacement of Pipe (48.50mm)	price per meter	R	R	R
4.5		Replacement of Circular plate	price per plate	R	R	R
4.6		Replacement of Pipe (60mm)	price per meter	R	R	R
4.7		Replacement of Rubber Discs	price per disc	R	R	R
4.8		Refurbishment	each	R	R	R
4.9		Stripping and Painting	each	R	R	R
4.1		Replacement of 165mm post	each	R	R	R
4.11		Replacement of twister base collar	each	R	R	R
4.12		replacement of 165mm end cover	each	R	R	R
4.13		Replacement of twisting shaft mechanism	each	R	R	R
4.14		Replacement of top collar	each	R	R	R
4.15		Replacement of arm brace	each	R	R	R
4.16		Replacement of M10 hex nuts	each	R	R	R
4.17		Powder Coating	each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 4.1 TO 4.17				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
5.1	Item 5: Twin Tai-chi Wheel	Removal & Re-Installation	each	R	R	R
5.2		Replacement of Baseplate	each	R	R	R
5.3		Replacement of 165mm post	each	R	R	R
5.4		Replacement of Pipe (42.30mm)	Price meter per	R	R	R
5.5		Replacement of Tai-chi wheels	price per wheel	R	R	R
5.6		Replacement of Pipe (50mm)	price per meter	R	R	R
5.7		Replacement of Rubber Discs	price per disc	R	R	R
5.8		Refurbishment	each	R	R	R
5.9		Stripping and Painting	each	R	R	R
5.10		Replacement of 165mm end cover replacement of handle	each	R	R	R
5.11		Replacement of arm brace	each	R	R	R
5.12		Replacement of support bars	each	R	R	R
5.13		Replacement of stiffener	each	R	R	R
5.14		Replacement of support brace	each	R	R	R
5.15		Replacement of bearings	each	R	R	R
5.16		Replacement of nylon handle	each	R	R	R
5.17		Replacement of bearing holder	each	R	R	R
5.18			Powder Coating	each	R	R
TOTAL PRICE FOR ALL ITEMS FROM 5.1 TO 5.18				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025		1 July 2025– 30 June 2026		1 July 2026– 30 June 2027	
				(Exclusive Vat)		(Exclusive Vat)		(Exclusive Vat)	
				WCO24		WCO24		WCO24	
6.1	Item 6: Twin Push Chair	Removal & Re-Installation	each	R		R		R	
6.2		Replacement of Base Plate	each	R		R		R	
6.3		Replacement of Pipe (165 x 4,5 mm)	price per meter	R		R		R	
6.4		Replacement of Pipe (42.30mm) (price per meter)	price per meter	R		R		R	
6.5		Replacement of wooden seat/back (price per seat/back)	each	R		R		R	
6.6		Replacement of Pipe (50mm)	price per meter	R		R		R	
6.7		Replacement of Pipe (60mm)	price per meter	R		R		R	
6.8		Refurbishment	each	R		R		R	
6.9		Stripping and Painting	each	R		R		R	
6.10		Replacement of 165mm end covers	each	R		R		R	
6.11		Replacement of pivot support plate	each	R		R		R	
6.12		Replacement of pivot plate	each	R		R		R	
6.13		Replacement of top collar	each	R		R		R	
6.14		Replacement of foot cross piece	each	R		R		R	
6.15		Replacement of stopper pipe	each	R		R		R	
6.16		Replacement of foot support	each	R		R		R	
6.17		Replacement of 60mm rubber ends	each	R		R		R	
6.18		Replacement of footplates	each	R		R		R	
6.19		Replacement of collar stiffener	each	R		R		R	
6.20		Replacement of seat support	each	R		R		R	
6.21		Wooden Seat / Back Support	each	R		R		R	
6.22	Fibreglass Seat / Back Support	each	R		R		R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025		1 July 2025– 30 June 2026		1 July 2026– 30 June 2027	
				(Exclusive Vat)		(Exclusive Vat)		(Exclusive Vat)	
				WCO24		WCO24		WCO24	
6.23	Item 6: Twin Push Chair	Replacement of foot brace	each	R		R		R	
6.24		Replacement of seat stiffener	each	R		R		R	
6.25		Replacement of 60mm end covers	each	R		R		R	
6.26		replacement of bearing housing	each	R		R		R	

6.27		Replacement of bearings	each	R		R		R	
6.28		Replacement of seat ends	each	R		R		R	
6.29		Replacement of M10 hex nuts	each	R		R		R	
6.30		Replacement of 34mm end covers	each	R		R		R	
6.31		Replacement of 2" Collar T	each	R		R		R	
6.32		Powder Coating	each	R		R		R	
TOTAL PRICE FOR ALL ITEMS FROM 6.1 TO 6.32				R					

Item No.	Item	Description Unit	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
7.1	Item 7: Twin Pull-Up Chair	Removal & Re-Installation	each	R	R	R
7.2		Replacement of Baseplate	each	R	R	R
7.3		Replacement of 165mm post	each	R	R	R
7.4		Replacement of Pipe (42.30mm)	price per meter	R	R	R
7.5		Replacement of 60mm pipe	each	R	R	R
7.6		Replacement of chair holder	each	R	R	R
7.7		Replacement of chair pivot	each	R	R	R
7.8		Replacement of chair mount	each	R	R	R
7.9		Stripping and Painting	each	R	R	R
7.10		Replacement of clamping block	each	R	R	R
7.11		Replacement of wooden seat/back(price per seat/back)	each	R	R	R
7.12		Replacement of short shaft	each	R	R	R
7.13		Replacement of top collar	each	R	R	R
7.14		Replacement of collar stiffener	each	R	R	R
7.15		Replacement of seat ends	each	R	R	R
7.16		Replacement of seat support	each	R	R	R
7.17		Replacement of seat stiffener	each	R	R	R
7.18		Replacement of chair post	each	R	R	R
7.19		Replacement of 165mm end cover	each	R	R	R
7.20		Replacement of M10 hex nuts	each	R	R	R

Item No.	Item	Description Unit	Unit	1 July 2024– 30 June 2025	1 July 2025– 30 June 2026	1 July 2026– 30 June 2027
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				(Exclusive Vat)	(Exclusive Vat)	(Exclusive Vat)
				WCO24	WCO24	WCO24
7.21	Item 7: Twin Pull-Up Chair	Replacement of 2" collar T	each	R	R	R
7.22		Replacement of 60mm end cover	each	R	R	R
7.23		Replacement of head support	each	R	R	R
7.24		Replacement of head cross	each	R	R	R
7.25		Replacement of collar head stiffener	each	R	R	R
7.26		Replacement of pivot stiffener	each	R	R	R
7.27		Replacement of bearings	each	R	R	R
7.28		Replacement of bearing housing	each	R	R	R
7.29		Replacement of 2" hinge top	each	R	R	R
7.30		Replacement of rubber foot ends	each	R	R	R
7.31		Powder Coating	each	R	R	R
7.32		Wooden Seat / Back Support	each	R	R	R
7.33		Fibreglass Seat / Back Support	each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 7.1 TO 7.33				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025		1 July 2025– 30 June 2026		1 July 2026– 30 June 2027	
				(Exclusive Vat)		(Exclusive Vat)		(Exclusive Vat)	
				WCO24		WCO24		WCO24	
8.1	Item 8: Twin Side Twister	Removal & Re-Installation	each	R		R		R	
8.2		Replacement of Baseplate	each	R		R		R	
8.3		Replacement of 165mm post	each	R		R		R	
8.4		Replacement of Pipe (48.50mm)	price per meter	R		R		R	
8.5		Replacement of Pipe (60mm)	price per meter	R		R		R	
8.6		Replacement of handle collar	each	R		R		R	
8.7		Replacement of hinge support plate	each	R		R		R	
8.8		Replacement of hinge support	each	R		R		R	
8.9		Stripping and Painting	each	R		R		R	
8.10		replacement of TS pivot shaft	each	R		R		R	
8.11		Replacement of 165mm end cover	each	R		R		R	
8.12		Replacement of collar stiffener	each	R		R		R	
8.13		Replacement of arm brace	each	R		R		R	
8.14		Replacement of foot plate	each	R		R		R	
8.15		Replacement of foot stiffener	each	R		R		R	
8.16		Replacement of bearings	each	R		R		R	
8.17		Replacement of bearing shaft	each	R		R		R	
8.18		Replacement of bearing housing	each	R		R		R	
8.19		Powder Coating	each	R		R		R	
TOTAL PRICE FOR ALL ITEMS FROM 8.1 TO 8.19				R					

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
9.1	Item 9. Monkey Frame	Removal & Re-Installation	Each	R	R	R
9.2		Replacement of Baseplates	price per plate	R	R	R
9.3		Replacement of pipe 60mm	price per meter	R	R	R
9.4		Replacement of 32mm pipe	Price per meter	R	R	R
9.5		Replacement of pipe covers	Each	R	R	R
9.6		Refurbishment	Each	R	R	R
9.7		Stripping and Painting	Each	R	R	R
9.8		Powder Coating	Each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 9.1 TO 9.8				R		
Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
10.1	Item 10. Balancing Beam	Removal & Re-Installation	Each	R	R	R
10.2		Replacement of Base Plates	price per plate	R	R	R
10.3		Replacement of pipe 60mm	price per meter	R	R	R
10.4		Replacement of 60mm pipe covers	Each	R	R	R
10.5		Replacement of 52mm joiner	Each	R	R	R
10.6		Refurbishment	Each	R	R	R
10.7		Stripping and Painting	Each	R	R	R
10.8		Powder Coating	Each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 10.1 TO 10.8				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025	1 July 2025– 30 June 2026	1 July 2026– 30 June 2027
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				(Exclusive Vat)	(Exclusive Vat)	(Exclusive Vat)
				WCO24	WCO24	WCO24
11.1	Item 11. Sit Up Frame	Removal & Re-Installation	Each	R	R	R
11.2		Replacement of Base Plates	price per plate	R	R	R
11.3		Replacement of pipe 60mm	price per meter	R	R	R
11.4		Replacement of foot support	Each	R	R	R
11.5		Replacement of body support	Each	R	R	R
11.6		Replacement of foot support covers	Each	R	R	R
11.7		Replacement of wooden slats	Each	R	R	R
11.8		Refurbishment	Each	R	R	R
11.9		Stripping and Painting	Each	R	R	R
11.10		Powder Coating	Each	R	R	R
TOTAL PRICE FOR ALL ITEMS FROM 11.1 TO 11.10				R		

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WC024	WCO24	WCO24
12.1	Item 12. 4-in-1 Machine	Removal & Re-Installation	each	R	R	R
12.2		Replacement of base frame	each	R	R	R
12.3		Replacement of pipe 165mm x 4,5mm	each	R	R	R
12.4		Replacement of pipe 60mm	each	R	R	R
12.5		Replacement of pipe 48mm	each	R	R	R
12.6		Replacement of 40mmx10mm flat tubing	each	R	R	R
12.7		Replacement of footplates	each	R	R	R
12.8		Replacement of foot support	each	R	R	R
12.9		Stripping and Painting	each	R	R	R
12.10		Replacement of rubber footplates	each	R	R	R
12.11		Replacement of head support	each	R	R	R
12.12		Replacement of head cross	each	R	R	R
12.13		Replacement of head collar stiffener	each	R	R	R

Item No.	Item	Description	Unit of Measure	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
12.14	Item 12. 4-in-1 Machine	Replacement of 2" collar T	each	R	R	R
12.15		Replacement of collar stiffener	each	R	R	R
12.16		Replacement of pivot plate	each	R	R	R
12.17		Replacement of pivot support plate	each	R	R	R
12.18		Replacement of twist support	each	R	R	R
12.19		Replacement of rear stiffener	each	R	R	R
12.22		Replacement of chair hinge plate	each	R	R	R
12.23		Replacement of chair holder	each	R	R	R
12.24		Replacement of chair post	each	R	R	R
12.25		Replacement of chair base	each	R	R	R
12.26		Replacement of seat support bracket	each	R	R	R
12.27		Replacement of bearing shaft	each	R	R	R
12.28		Replacement of bearings	each	R	R	R
12.29		Replacement of bearing housing	each	R	R	R
12.30		Replacement of 2" hinge top	each	R	R	R
12.31	Replacement of seat bottom plates	each	R	R	R	

Item No.	Item	Description	Unit	1 July 2024– 30 June 2025 (Exclusive Vat)	1 July 2025– 30 June 2026 (Exclusive Vat)	1 July 2026– 30 June 2027 (Exclusive Vat)
				WCO24	WCO24	WCO24
12.32	Item 12. 4-in-1 Machine	Replacement of 60mm top end covers	each	R	R	R
12.33		Replacement of 60mm rubber ends	each	R	R	R
12.34		Replacement of 165mm end covers	each	R	R	R
12.35		Replacement of end washers	each	R	R	R
12.36		Replacement of safety frame	each	R	R	R
12.37		Replacement of safety mesh	each	R	R	R
12.38		Replacement of twisting shaft	each	R	R	R
12.39		Replacement of M10+M12 nuts	each	R	R	R
12.40		Powder Coating	each	R	R	R
12.41		Wooden Seat / Back Support	each	R	R	R
12.42	Fibreglass Seat / Back Support	each	R	R	R	
TOTAL PRICE FOR ALL ITEMS FROM 12.1 TO 12.42				R		

SCHEDULE B

TOTAL PRICES FOR ALL ITEMS IN SCHEDULE B				
Total Price before VAT	YEAR ONE TOTAL PRICE BEFORE VAT	YEAR TWO TOTAL PRICE BEFORE VAT	YEAR THREE TOTAL PRICE BEFORE VAT	TOTAL PRICE FOR ALL THREE YEARS BEFORE VAT

TOTAL PRICES FOR ALL ITEMS IN SCHEDULE A (PAGE 74)+ SCHEDULE B (PAGE 89)				
	YEAR ONE TOTAL PRICE	YEAR TWO TOTAL PRICE	YEAR THREE TOTAL PRICE	TOTAL PRICE FOR ALL THREE YEARS
Total Price before VAT				
15% VAT				
Total price after VAT				



14 Pricing Instructions:

- 14.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 14.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable 14 days before the closing time.
- 14.3 All prices tendered must include all expenses, disbursements and costs (e.g., transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 14.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 14.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 14.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 14.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment. Fixed rates for year 1 to year 3 to be submitted as per the Pricing Schedules.
- 14.8 **Stellenbosch Municipality may award this tender to a main contractor (the highest ranked responsive tenderer) and alternative/s contractors (2nd highest ranked responsive tenderer) when the 1st tenderer is not available.**
- 14.9 All the items must be priced in the two pricing schedules.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. DECLARATION BY TENDERER

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

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

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

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

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

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