

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 06/25: SUPPLY AND ERECTION OF FENCING ON AN 'AS AND WHEN REQUIRED' BASIS: TENDER FOR THE PERIOD ENDING 30 JUNE 2027.

TENDER NUMBER: **B/SM 06/25**
DESCRIPTION: **SUPPLY AND ERECTION OF FENCING ON AN 'AS AND WHEN REQUIRED' BASIS: TENDER FOR THE PERIOD ENDING 30 JUNE 2027.**
CLOSING DATE: **23 SEPTEMBER 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)- at 23 May 2019-. Class of Construction Works: minimum of 1SQ – 3SQ or higher

INFORMATION:

Tender Specifications: Ehrel Maletzky at 021 818 8153: e-mail: Ehrel.Maletzky@stellenbosch.gov.za
SCM Requirements: Renae Bergstedt at 021 808 8588: e-mail: Renae.Bergstedt@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **10 September 2024, at 12h30**, at the Stellenbosch Municipality, Stellenbosch Municipal Council Chamber, 17 Plein Street in Stellenbosch. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with "**B/SM 06/25: SUPPLY AND ERECTION OF FENCING ON AN 'AS AND WHEN REQUIRED' BASIS: TENDER FOR THE PERIOD 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 also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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

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

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

1. This Tender is subject to the Joint Building Contracts Committee (JBCC) 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 **R404.00 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: B/SM 06/25: VOORSIENING EN DIE OPRIGTING VAN OMHEININGS VIR VERSKILLENDE PROJEKTE SOOS BENODIG TOT EN MET 30 JUNIE 2027.

TENDER NOMMER: **BSM 06/25**
BESKRYWING: **VOORSIENING EN DIE OPRIGTING VAN OMHEININGS VERSKILLENDE PROJEKTE SOOS BENODIG TOT EN MET 30 JUNIE 2027.**

SLUITINGSDATUM: **23 SEPTEMBER 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 kontrakteurgradering van ten minste **1SQ – 3SQ** of hoër hê.

NAVRAE:

Tender spesifikasies: **Ehrel Maletzky by 021 808 8283: E-pos: Ehrel.Maletzky@stellenbosch.gov.za**
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Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op datum op **10 September 2024 om 12h30** vm by Stellenbosch Munisipaliteit, Stellenbosch Munisipale Raadsaal, 17 Pleinstraat in Stellenbosch. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie

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

Verseëld tenders duidelik gemerk: **“B/SM 06/25: : VOORSIENING EN DIE OPRIGTING VAN OMHEININGS VIR VERSKILLENDE PROJEKTE SOOS BENODIG TOT EN MET 30 JUNIE 2027”** op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar. Tenders wat nie gepaard gaan met die volledige hardekopie van die tenderdokument nie, sal nie oorweeg word nie.

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

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

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

1. Hierdie tender is onderworpe aan die Joint Building Contracts Committee (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëld koevert wees wat duidelik gemerk is met die Tondernommer, 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, 1ste Vloer, Pleinstraat, Stellenbosch (Na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 404.00** per dokument.*

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

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 06/25
SUPPLY AND ERECTION OF FENCING ON AN ‘AS AND WHEN REQUIRED’
BASIS: TENDER FOR THE PERIOD ENDING 30 JUNE 2027.

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)	<u>RATES</u>		
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

AUGUST 2024

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Ehrel Maletzky
**Project Manager: Capital &
Operational Projects**

Tel. Number: 021 808 8153



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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G Mettler (Me)
MUNISIPALE BESTUURDER



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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:	06/25	CLOSING DATE:	23 September 2024	CLOSING TIME:	12h00
DESCRIPTION	SUPPLY AND ERECTION OF FENCING ON AN 'AS AND WHEN REQUIRED" BASIS: TENDER FOR THE PERIOD 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 & 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	Ehrel Maletzky
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8513
TELEPHONE NUMBER	021 808 8588	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Ehrel.maletzky@stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@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:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 - 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)	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	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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



6. 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 tenderer 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):

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

Where:

- P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration; 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 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 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.



1. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

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

7. Performance security

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

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

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

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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of JBCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

Joint Building Contracts Committee (Edition 6.2, 2018)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract 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

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.....



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative								
3.2.	Identity Number								
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.



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9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



10. 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
- 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; or
 - b) 80/20 will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
 - (a) Price;
 - (b) B-BBEE Status Level of Contributor. and
 - (c) Locality of supplier
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.



- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

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

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) preference points system), must be allocated for specific goals. These goals are :

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) Promotion of enterprises located in the municipal area (WCO24)



5.4 Regarding par 5.3 (a) at least 50% of the 20 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

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-point formula for price; and

5.6.2 scores 0 points out of 10 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 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
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0



6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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



3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp



Date:

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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



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12. 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.



13. 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



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

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

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

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

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

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

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



15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. PURPOSE OF REPORT

Specifications for approval for the appointment of various service providers for the Supply and Erection of Fencing on an 'As and When Required" basis: Tender for the Period ending 30 June 2027.

2. BACKGROUND

2.2 Need for new Term Tender and specifications

The current Term Tender (B/SM 13/22) was to expire only on 30 June 2025; however, the tender reached the allowable and approved R 10 000 000.00 spending threshold. It is for this reason a new Term Tender needs to be put in place for the 2024/25, 2025/26 and 2026/27 financial years. The Municipality has many fences around its properties, and these fences are sometimes vandalised, broken, or must be replaced and or repaired and new fences are must also be erected on an "as and when required" basis. For this purpose, Stellenbosch Municipality want to appoint a panel of Service Providers per Section for a term ending 30 June 2027 to supply and erect various types of fencing, but also to do minor maintenance work, as set out below.

Sections	Fencing types	Materials to be used
Section 1 – Annexure 1	Vibracrete Fencing	Vibracrete slabs and poles
Section 2 – Annexure 2	Palisade Fencing	Galvanized Palisade
Section 3 – Annexure 3	Betafence or Equivalent	PVC Coated galvanized poles and panels
		Nylofor Medium PVC coated poles and panels or Equivalent
Section 4 – Annexure 4	ClearVu fencing or Equivalent	Cochrane posts and panels or Equivalent

The general specifications must be read in conjunction with the relevant specification for each fencing type as listed in this document. Once you make an offer for an item in a Section, you must complete the whole section e.g., 1.1 - 1.22.4 for the offer to be valid specific section.

If the bidder submit offers for an equivalent product, a brochure must be submitted for the equivalent product in order to the Municipality to check and verify the product. Not doing so will invalidate the equivalent product's offer.

2.3 General/Technical requirements (relevant to all fencing types)

2.2.1 Removal of Existing Fences

Contractor will be responsible to remove and dispose of existing fence if the fence needs to be replaced. Contractor must provide a price per running meter to remove and dispose of existing fence and poles.

2.2.2 Site works

The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire so as not to create a hazard. The contractor must remove and dispose of any spoil materials and rocks and leave the works neat and tidy on completion. Contractors need to provide a rate for rock excavation per cubic meter in the pricing schedule.

2.2.3 Ad-hoc / Minor Repairs / General works

This is work that needs to be done on fences that are still in fairly good condition but need minor repairs or adjustments. This would include fixing holes in fences, replacement of panels or poles, fixing or replacement of electric gate motors. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up + will have to supply us with labour prices



in order to do the works based on the various labour components that will be used ex. Foreman/driver, Artisans, semi-skilled labour and general labourer to complete the work.

2.2.4 Establishment & Penalties

The construction period for each project will be agreed upon by both parties before construction commences. Should the works not be completed within the agreed upon period a penalty of R 500/day will apply for each day in breach. Quality of materials and the use of the correct materials is important, if the project manager finds that sub-standard work or materials is been used the contractor will have to rectify his errors at his own expenses within an agreed period of time before payment will be made to the contractor. Failure to comply may lead to the tender being cancelled by the municipality.

2.2.5 Escalation

Prices must be fixed for the period ending 30 June 2025. Thereafter, a % escalation per year will be allowed until the end of the contract period on 30 June 2027. The % escalation must be completed in the Bill of Quantities/ Pricing schedule. The escalation for the two remaining years will be to a maximum of 6% per year. The escalation percentage is fixed throughout the particular year.

2.2.6 Compliance with Occupational Health and Safety Act 1993

The requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act shall apply. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises. A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found to be non-compliant with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

2.2.7 Provision for contingencies

When a Request to Quote is issued to the panel of successful contractors, provision **may** be made for a percentage to be added to quotation for contingencies. The use of contingencies is at the absolute discretion of the Municipality and can only be used if pre-approved by the Municipality.

This Specification covers material requirements and installation of security fences and gates for Stellenbosch Municipality.

Item	References Codes and Standards	Standards	Codes
a.	CSIR	CSIR Test	050036, 050056, T 09998
b.	SABS		2536/YM139
c.	North Atlantic Treaty Organization (NATO)	NATOSock	5660-99-458-7414



d.	International Aviation Authority Organization (ICAO)	ICAO	ICAO Security Manual
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2.2.8 Submittals upon approval of tender before work commences:

- (a) Certificate of compliance for materials and coatings.
- (b) Shop drawings for gates.
- (c) Submittal requirements are identified within the Specifications.
- (d) Quality control program must be submitted to the project manager for review prior to commencement of any work.

2.2.9 General fencing specifications and different fencing materials

2.3.1.1 Foundations (For all Sections)

Foundations shall vary for different types of fences:

- a) Foundation sizes for 1.2m high fences: 300mm x 300mm x 500mm deep.
- b) Foundation sizes for 1.8m high fences: 400mm x 400mm x 600mm deep.
- c) Foundation sizes for 2.4m high fences: 400mm x 400mm x 600mm deep.

2.3.1.2 Vibracrete Fences (1.2m, 1.8m, 2.4m,) (For Section 1)

Post and plain slabs to comply with requirements for erecting vibracrete fences 1.2-meter-high, 1.8 meter high and 2.4m high. Poles to be planted in concrete and left to cure before slabs are placed. Standard slab sizes and poles to be used. Slabs and post to have suitable reinforcing inside.

- a) Foundation Sizes for 1.2-meter-high walls: 300mm x 300mm x 600mm.
- b) Foundation Sizes for 1.8-meter-high walls: 300mm x 300mm x 600mm.
- c) Foundation Sizes for 2.4-meter-high walls: 400mm x 400mm x 600mm.

2.3.1.2.1 Gates (Galvanized, standard pipe diameters) (For section 1)

All Gates installed need to be securely fixed to fencing poles. All gates to be hot dipped Galvanized. All Gates must be covered with welded mesh unless diamond mesh, Anti Climb welded mesh or welded razor mesh is specified in the requirements whereby a per meter rate would apply for other material other that welded mesh.

Item	Pipe Diameter	Type	Width (mm)	Height (mm)
(a)	27	Pedestrian Gate	900	1200
(b)	27	Pedestrian Gate	900	1800
(c)	32	Pedestrian Gate	900	1800+450
(d)	38	Pedestrian Gate	900	2400+450
(e)	38	Double Leaf Gate	3500	2400
(f)	43	Double Leaf Gate	4000	2400
(g)	43	Double Leaf Gate	6000	2400
(h)	38	Double Leaf Gate	3000	2400+450
(i)	38	Double Leaf Gate	3500	2400+450
(j)	43	Double Leaf Gate	4000	2400+450
(k)	43	Double Leaf Gate	5000	2400+450
(l)	43	Double Leaf Gate	6000	2400+450

2.3.1.2.2 Wall Spikes (For Section 1)

Spike lengths of 1500mm and is 30-40mm wide. The spikes should stand 80mm high above the pre-cast wall. The spikes must be made of 1.2mm thick pre-galvanized steel.



2.3.1.3 Palisade Fencing (1.8m, 2.4m) (For Section 2)

All profiles, rails, and posts to be hot dip galvanized. “D” profile pale sections are to be always used. M8 saddle-head bolts with permacone snap-off tamper proof nut to be used for fitting of pale sections and M12 cup square bolt with permacone tamper proof nut to be used for fixing horizontal rails.

Item	Fence Height	Pale profile Sections “D”	Horizontal Rails Angle Section	Posts	
				IPE Section	Length
	mm	mm	mm	mm	mm
a	1800	3	40 x 40 x 6	98 x 55	2325
b	2400	3	45 x 45 x 6	98 x 55	3125

2.3.1.3.1 Palisade Gates (All Hot dip galvanized) (For Section 2)

- (a) **Sliding Gate:** 5-meter-wide, Height: 1.8 meter or 2.4 meter. The main frame of the sliding gate is 80x80x4mm box beam. Vertical palisade bars are placed 110mm apart from each other. The buttresses are manufactured from 80x80x3mm box beams. 4 Polyamid rollers to keep the gate vertical and in line. Buttresses to be fixed to concrete footings by steel anchors.
- (b) **Swing gates:** 2 x 3 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel bolt and drop bolts.
- (c) **Pedestrian gate:** 1.5 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel *bolt*.



2.3.1.4 Betaview Fencing or Equivalent (For Section 3)

2.3.1.4.1 Betaview or Equivalent Panels

a) Posts and fixing:

- i. The panels must be fixed laterally onto the Bekafix Super Secure or Bekafix Secure posts (up to 2m height) with specific fixators made out of metal.
- ii. The welded tubular posts (70x44mm), in H-shape must be galvanised inside and outside, PVC coated and covered with a polyamide cap.



iii. For heights over 2400mm the Bekafix Super Secure (100x54mm) posts are recommended.

b) Panels

- i. Panels to be made from heavy welded mesh, provided with horizontal reinforcements. Width: 2518,6mm or 3052mm.
- ii. Mesh sizes: 12,7 x 76,2 mm (H x W).
- iii. Wire diameter: 3.65mm (coated) 3.00mm (uncoated). 3.65mm core wire also available on request.

(b) Coating:

PVC Coating: Hot dipped galvanised wire panels are sealed with an adhesion epoxy coating prior to the PVC coating to ensure a perfect bond.

(c) Colours:

Standard colours: green RAL 6005 or anthracite RAL 7021. Other colours on request.

(d) Quality:

The quality of the product must meet the highest standard.

Item	Fence height mm	Dimensions panels W x H (mm)	No of reinforcements per panel	Bekafix Super Secure Post Profile (mm)	Height(mm)
i	2000	3050 x 2000	3	70 x 44 x 1.5	2600
ii	2400	3050 x 2400	3	100 x 54 x 2	3200
iii	3000	3050 x 3000	4	100 x 54 x 2	3800

Betaview Panels



2.3.1.4.2 Nylofor Medium Fencing or Equivalent (For Section 3)

(a) Panels

- i. The panels must have a width of 2500 mm and must be available in a range of heights: from 1230 to 2030 mm. The panels must have vertical barbs of 30 mm at one side, the barbs can be placed at the top or at the bottom.
- ii. Horizontal reinforcements to give the panels extra rigidity.
- iii. The meshes must be 100 x 50 mm, as well as the reinforcements.
- iv. Wire diameter horizontal wires: 4,05 mm
- v. Wire diameter vertical wires: 4,05 mm



(b) Coating

- i. Panels must be made out of galvanised wires and must go through a pre-treatment process to guarantee a perfect PVC-coating adhesion to the product surface.
- ii. The posts must be in- and outside galvanised (min. coating 275g/m², both sides together), in accordance with SANS 10224-2:2003. Afterwards an adhesion coating must be applied and finally the posts must be PVC coated (min. 60 micron).

(c) Colours

The colour of the panels to be green RAL 6005 or anthracite 7021.

(d) Posts

Lateral fixing on the Bekafix Secure, Bekafix Super Secure or Square posts.

Item	Fence height (mm)	Dimensions panels W x H (mm)	Number reinforcements per panel	Post length (mm)
i.	1230	2500 x 1230	2	1700
ii.	1730	2500 x 1730	3	2200

Typical Nylofor Fencing or Equivalent



2.3.1.4.3 Nylofor® single and double swing gates (For Section 3) or Equivalent

(a) Frame

Frame to be made out of square tube 60 x 60 mm, with welded Nylofor in-fill.

(b) Coating

Both the in- and outside, then polyester coated (min. 60 micron).

(c) Colour

Green RAL 6005

(d) Posts

Square posts to be made out of welded tube with cap, with threaded inserts for the fixation assembly of the fencing panels.



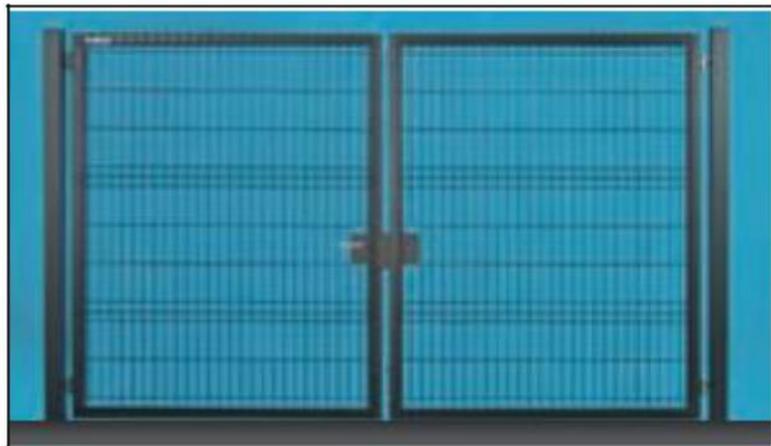
(e) Single Swing gates:

Item	Width (mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	1000	1230/1730	920	1110
ii.	1500	1730 / 2030	1470	1660
iii.	2000	2030	1970	2160
iv.	3000	2030	3000	3270

(f) Double Swing Gates:

Item	Width (mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	3000	1730 / 2030	2900	3090
ii.	4000	1730 / 2030	3900	4090
iii.	5000	1730 / 2030	4900	5170
iv.	6000	1730 / 2030	5960	6230
v.	8000	1730 / 2030	7980	8290
vi.	10000	1730 / 2030	9980	10320

Typical Nylofor Single and Double Swing Gate or Equivalent



2.3.1.4.4 Sliding Gates for Beta fence or Equivalent

(a) Gates

- i. Frame constructed with an under-beam 140 x 80 x 5 mm (6,5 to 12 m), 120 x 60 x 3 mm (3 to 6 m) and welded frame 60 x 60 x 2 mm. Bars 25 x 25 x 1,5 mm welded with a distance of 110 mm between the bars.
- ii. Provided with a locking mechanism to lock the gate with padlocks.
- iii. Integrated rollers in under-beams diameter 80 -120 mm depending on height of gates.
- iv. Use heavy duty Rail type/floor tracks 65 x 25 mm for gates wider than 6 meters. Security topping to be constructed for 2.4m high gates. Use heavy duty floor tracks bolted to concrete beam for gates 3m to 5m wide.
- v. Price to Include for manufacture, supply and delivery and Installation complete with concrete work and labour.



- vi. Gates to be made to manually open and close and must be made to incorporate and gate motor if needed.

(b) **Guiding of the gate**

- i. Guiding posts bridge & end posts bridge of 80 x 80 x 3 mm with welded ground plates or encased into concrete footings. Two guiding bridges in the case of free entrance > 8 m.
- ii. Rubber end Stoppers must also be installed.

(c) **Coating**

Gates to be treated with the best coating processes: galvanised in- and outside (minimum 275 g/m², 2 sides combined).

2.3.1.4.5 Flat wrap razor wire and barbed tape razor wire (For Sections 3)

The flat wrap consists of a 500mm single strand spring steel wire 2.5mm diameter heavy galvanized to which a razor tape has been attached. Flat wrap razor wire or barbed tape wire to be securely fixed at the top of the fences where necessary.

If necessary extended arm brackets must be secured on top of the fence to enable the contractor to fix the razor wire or barbed tape to the top of the fence. The coils shall be securely tied to the extension arms with 1.6mm galvanized steel wire at each post. Razor wrap shall be securely tied to the steel strands using 1.6mm wire. Each 500mm circle of razor wire shall be tied at three places. This is likely to be needed at vibracrete fences and or existing brick boundary walls. Rate to include the supply and installation of the brackets, razor wire and steel wire strand.

(d) **Colours**

Hot dip galvanising only.

Item	Width (mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	3000	1700/2000/2400	3028	6575
ii.	4000	1700/2000/2400	4108	8735
iii.	5000	1700/2000/2400	5188	10895
iv.	6000	1700/2000/2400	5998	12515
v.	7000	1700/2000/2400	7213	14945
vi.	8000	1700/2000/2400	8158	16835
vii.	10000	1700/2000/2400	10148	21795
viii.	12000	1700/2000/2400	12038	25575



A Typical Sliding gate



2.3.1.5 ClearVu High Security Fences or Equivalent (For Section 4)

2.3.1.5.1 General

- a) Suggested manufacturer of fencing: Cochrane or Equivalent.
- b) All steel materials to be commercial quality, Galvanized Steel.
- c) All pipes shall be Galvanized, one piece without joints.
- d) Furnish moisture proof caps for all posts.
- e) Zinc coating to be smooth and essentially free from lumps, globs or points.
- f) Miscellaneous material must be all galvanized.

2.3.1.5.2 Description of Fence system

(a) Posts:

- i. Posts to be 2.4m - 3.6m long Cochrane taper locking posts or Equivalent.
- ii. Posts width to be 85mm – taper to 45mm with a depth of 85mm.
- iii. Posts to include „Locking Recess Mechanism” to secure panel edge.
- iv. Posts to be sealed with a UV stabilized polymer cap.
- v. Posts finish to be galvanized then Marine Fusion Bond Coated.
- vi. Posts foundations to be 600mm x 400 mm 15 Mpa concrete.

(b) Panel:

- i. Panels to be of 3.297m width and 1.8m – 3m in height.
- ii. Panel aperture size (centres) to be 76.2mm x 12.7mm.
- iii. The panel to be reinforced with 4 x 50mm deep “V” formation horizontal recessed bands (rigidity).
- iv. Panel to have 2 x 70° flanges along the sides (internal fixtures – all fixtures to be on the inside of the fence line).
- v. Panel to have 2 x 30° flanges along top and toe (integrated rigid angle, anti-scale locking devices).
- vi. Panel post to have a flush panel finish with no climbing aid.
- vii. Panel to be affixed to post over 48-line wires using 8 x double bolt comb clamps and 8 x Single comb clamps using 24 x anti vandal bolts.
- viii. Panel and fixtures to be galvanized then Marine Fusion Bond Coated.
- ix. Panel Post connection minimum break force.

(c) Topping Options:

- i. 100mm high toughened steel shark tooth spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.



- ii. 100mm high toughened steel castle spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.
- iii. 100mm toughened steel spear spike to be affixed to panel edge, internally at 150mm intervals using Anti vandal bolts. Spike to be hot dipped galvanized.
- iv. 450mm high ripper blade smart concertina coil (NON-ELECTRIFIED) to be fixed to post as anti-scale topping.

(d) Anti – Burrow Options:

- i. 600 mm ClearVu or Equivalent mesh extension to be secured to the lower edge integrated angle.
- ii. 500mm ripper flat wrap to be secured to the lower edge integrated angle.
- iii. 200mm concrete sill to be secured to the lower edge integrated angle.

Item	Fence Designation	Height of Fence	Length of Posts	Post Size
(a)	1.8m	1800mm	2400mm	Taper: 85 x 45mm Depth 85mm
(b)	2.1m	2100mm	2700mm	Taper: 85 x 45mm Depth 85mm
(c)	2.4m	2400mm	3000mm	Taper: 85 x 45mm Depth 85mm
(d)	3.0m	3000mm	3600mm	Taper: 85 x 45mm Depth 85mm

2.3.1.5.3 Gates

(a) Swing Gates

- i. All connections and joints shall be welded to form rigid frames or assembled with corner fittings.
- ii. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

(b) Sliding Gates

- i. Gate frame fabrication and miscellaneous items shall be Equivalent to Swing Gates.
- ii. All fittings, brackets and rear wheel tracks shall be standard manufactured products for the intended application.
- iii. Provided with a locking mechanism to lock the gate with padlocks.
- iv. Integrated rollers/wheel tracks in under beams diameter 80 -120 mm depending on height of gates.
- v. Security topping to be constructed for 2.4m high gates. Use heavy duty floor tracks bolted to concrete beam for gates 3m to 6m wide.
- vi. Price to Include for manufacture, supply and delivery and Installation complete with concrete work and labour.
- vii. Gates to be made to manually open and close and must be made to incorporate and gate motor if needed.

(c) Guiding of the gate

- i. Guiding posts bridge & end posts bridge of 80 x 80 x 3 mm with welded ground plates or encased into concrete footings.
- ii. Rubber end Stoppers must also be installed at the end of the track.



Item	Type of ClearVu Gate	Height	Width
(a)	Single Swing Gate	1800mm	1500mm
(b)	Single Swing Gate	2400mm	1500mm
(c)	Double Swing Gate	1800mm	3000mm
(d)	Double Swing Gate	2400mm	3000mm
(e)	Double Swing Gate	3000mm	3000mm
(f)	Sliding Gate	1800mm	3000mm
(g)	Sliding Gate	2400mm	3000mm
(h)	Sliding Gate	1800mm	5000mm
(i)	Sliding Gate	2400mm	5000mm
(j)	Sliding Gate	1800mm	6000mm
(k)	Sliding Gate	2400mm	6000mm



2.3.1.5.4 Execution of works for CLEARVU or Equivalent fencing (for Section 4)

(a) General

- i. Install all fencing and gates in accordance with the drawings, specifications, instructions, and as specified lines and grades indicated.
- ii. Line posts shall be spaced at intervals of 3.382 m.
- iii. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.

(b) Posts

- i. Post holes shall be cleared of loose material.
- ii. Waste material shall be spread where directed by project manager.
- iii. The ground surface irregularities along the fence line shall be eliminated to the extent necessary

(c) High Security Fences and Gates

- i. Posts shall be set plumb and follow the indicated alignment.
- ii. All posts shall be set to the depth indicated on the design documents.
- iii. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of dome at grade elevation.
- iv. Concrete shall be allowed to cure prior to installing any additional components to the posts.
- v. Concrete footings shall be carried down to at least the depth indicated on the design documents and shall not be smaller than the dimensions shown.
- vi. Where a rock layer is encountered within the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then the regular concrete footing shall be placed between the top of the rock and the top of the footing elevation as shown on the design documents.
- vii. Posts shall be approximately centered in their footings.
- viii. All concrete shall be placed promptly and consolidated by tamping or other approved methods
- ix. Otherwise, rock must be excavated (Rate for Rock Excavation is included in Pricing Schedule.)
- x. Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole.
- xi. Curing may be achieved by covering the concrete with not less than four inches of loose moist material immediately after placing concrete, or by using a curing compound.
- xii. All excess material from footings, including loose material used for curing, shall be disposed of as directed by the project manager.
- xiii. Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place concrete for footings.
- xiv. Under these conditions the earth and forms coming in contact with the concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete.

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- xv. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped.
- xvi. The top of the concrete shall then be covered with not less than 100 mm of loose moistened material or use curing compound if the 7-days cure is not completed.
- xvii. All excess material from footings, including loose material used for curing, shall be disposed of as directed.

(d) Gates

- i. Gates shall be installed at the locations shown.
- ii. Hinged gates shall be mounted to swing as indicated.
- iii. Latches, stops, and keepers shall be installed as required.
- iv. Slide gates shall be installed as recommended by the manufacturer.

(e) Adjusting

- i. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
- ii. Confirm that latches and locks engage accurately and securely without forcing or binding.
- iii. Lubricate hardware and other moving parts.

2.3.1.5.5 Flat wrap razor wire and barbed tape razor wire (For Sections 4)

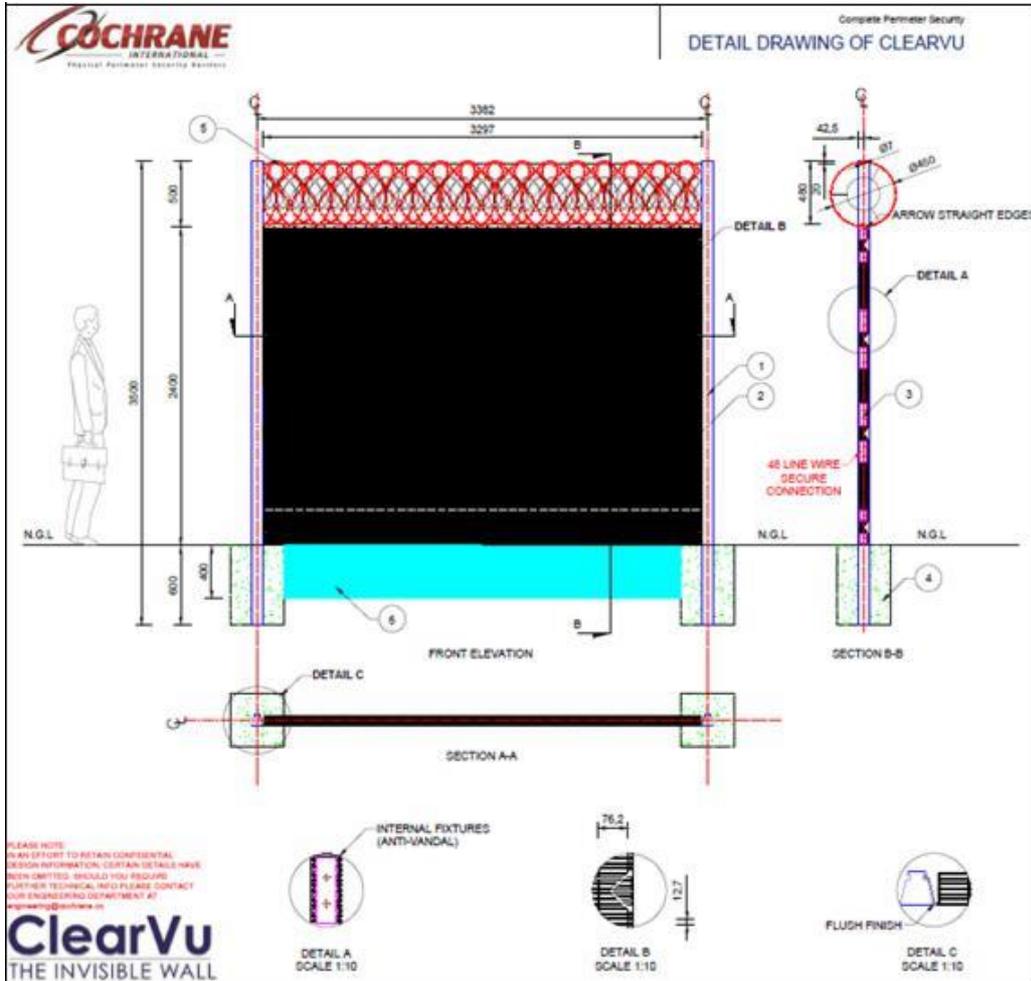
The flat wrap consists of a 500mm single strand spring steel wire 2.5mm diameter heavy galvanized to which a razor tape has been attached. Flat wrap razor wire or barbed tape wire to be securely fixed at the top of the fences where necessary.

If necessary extended arm brackets must be secured on top of the fence to enable the contractor to fix the razor wire or barbed tape to the top of the fence. The coils shall be securely tied to the extension arms with 1.6mm galvanized steel wire at each post. Razor wrap shall be securely tied to the steel strands using 1.6mm wire. Each 500mm circle of razor wire shall be tied at three places. This is likely to be needed at vibracrete fences and or existing brick boundary walls. Rate to include the supply and installation of the brackets, razor wire and steel wire strand.

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



DETAILED DRAWING OF CLEARVU



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



2.4 Appointment of panel of contractor

Seeing that the tender will be used by more than one Directorate within the organisation and seeing that work packages/projects differ in size and nature, Stellenbosch Municipality will appoint up to a maximum of nine (9) service providers per Panel/ Section of qualifying contractors with a CIBD Grading between 1SQ and 3SQ (not more than three service providers per CIBD Grading). Bidders must indicate on which sections they are submitting offers. The user Department to estimate the value of the work package/ project and will invite potential bidders accordingly.

Please note: Prospective Bidders may tender on any CIBD Grading to a maximum of 3SQ, provided that their CIDB grading allow for that. A maximum of nine (nine) contractors per Section

2.5 Selection procedure for work packages/projects

Stellenbosch Municipality will approach the qualifying* contractors on the panel to submit written quotations for a specific work package/project, based on a scope of work for that specific work package/project. See paragraph 2.5.1 below.

2.2.10 Eligibility of a contractor for selection

A contractor on the panel is eligible for selection to submit a written quotation for a proposed Work Package/Project if: -

- The estimated value of the Work Package does not exceed the threshold amount allowed by the Contractor's CIDB Grading;
- The Contractor does not have a record of unsatisfactory performance during execution of previous Work Packages under this Tender. If he/she has, then only if Stellenbosch Municipality is satisfied with remedial measures instituted by the Contractor to prevent a recurrence of such unsatisfactory performance in the execution of the proposed Work Package. This means that, while there is an unresolved dispute regarding unsatisfactory performance on the part of the Contractor, he/she would not be eligible to submit a quotation for a specific work package/project until such time as the dispute has been resolved to the satisfaction of the Municipality;

2.2.11 Selection of a contractor for a work package/project

If Stellenbosch Municipality seeks quotations for proposed Work Packages/Project under this Tender the Municipality: -

- Select the contractors from the respective panel who is eligible for selection to submit written quotations for a proposed Work Package/Project, based on a Scope of Work and Bill of Quantities for the specific Work Package/Project;
- The Municipality may, at his own discretion, issue the request for quotation in either hardcopy or soft copy;
- A compulsory briefing session/site visit may be required under certain circumstances;
- The Contractor prepares his/her quotation for the Work Package/Project based on his/her approved rates. The contractor's rates and prices in his quotation are binding and will apply as the maximum allowable rates and prices for that work package/project;

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



- The contractor submits his/her quotation, together with any other required documentation to the Municipality in compliance with the instructions given in the Request to Quote, on or before the closing date and time. Late or incomplete submissions will not be accepted;
- The bidder scoring the highest points for price, locality and BBEE points for that work package/project will be appointed for the specific project/work package;
Please note: The fact that a bidder is approved/selected on the panel of qualifying bidders does in no way provide a guarantee that the bidders will be awarded a work package/project during the course of this tender term.
- **In the event that a Request for Quotation for a work package / project is made to a contractor, it is compulsory for the contractor to submit a quotation, unless the contractor has informed the Municipality in writing of the reasons why they are not able to submit a quotation. The Municipality will accept or reject the reasons provided in writing. In the event that the reasons for not submitting is rejected, or if no reasons are provided and the contractor fails to submit a quote, then the Municipality will have the right to terminate the appointment of the specific contractor in that specific Section and/or Category.**

2.2.12 Emergency procurement/call outs

In an emergency the Municipality may decide, in its sole discretion, to shorten the period for submission of quotation, depending on the specific circumstances. Late or incomplete submissions will not be considered.

2.2.13 Stellenbosch municipality is not obliged to make use of the panel

In specific circumstances and taking into account the complexity/nature and specific specialist work to be performed for a specific work package/project, Stellenbosch Municipality, in its sole discretion, may decide to follow a normal public competitive process, i.e., not making use of the panel.

2.2.14 Items not provided for in rates tender

If provision for a specific task was not made in this Tender, then that task can be listed in the Bill of Quantities at Work Package/project phase. Provision can also be made for a PC amount and/or contingency at work Package/project phase.

2.2.15 Threshold amount for award of work package/project

The maximum threshold for awarding of a project/work package under this tender is work equivalent to CIDB grading of 3SQ.

2.2.16 Pricing Schedule/Bill of Quantities

Hereto attached as **APPENDIX 1 - 4** Bill of Quantities per Section and CIDB Grading that needs to be populated by prospective bidders. Bidders must tick off in the table which sections and CIDB Grading work packages they are submitting offers for. E.g., if a bidder makes an offer for a CIDB Grating 3, that means that any work for that Section between CIDB Grading 1 – 3 can be executed by that bidder.

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



- a) This is a **rates-base tender**. Tenderers must submit rates for all the items in a section that they tender for, e.g.: If you tender for Section 1(Vibracrete fencing), you need to put in rates for **all the items** from 1.1 to 1.22.4. Failure to comply **will** lead to disqualification for that section of the tender.
- b) Contractors can tender for all the sections or only for specific sections of fencing, example: If your company only provides Vibracrete walls, you could tender only for that section but need to put in rates for all the items in that section, including the gates in that section.
- c) **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.
- d) Only once the award for a specific project has been approved by SCM, an Official Order will be issued. **No work should be done before the issuing of an Official Order for a specific project.**
- e) Under each section is an Ad-hoc general works/day-works item of which the contractor needs to supply a % (Percentage) mark-up and a labour rate per hour.

PLEASE NOTE: The percentage escalation must be populated in the BOQ in the Pricing schedule and the spreadsheet. Once the percentage has been populated, it will automatically update/populate the rates for the years 2025/2026 and 2026/2027. An excel sheet (soft copy) will be provided to the bidders and must be submitted with the bid document/ offers on the closing date and time.

- f) Failure to supply a mark-up percentage will be seen as no charge. The maximum allowable mark-up will be 30%. The mark-up percentage is fixed throughout the particular year.
- g) The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up, where applicable.
- h) The contractor will also have to supply a labour price in order to execute the works based on the various labour components that will be used ex. Foreman/Driver, Artisans, Semi-skilled, and General Labourer.
- i) Rate/m = Rate per Running Meter. Rate/m³ = Rate per Cubic Meter. Rate/Item = Rate per Item. Rate/h = Rate per hour.
- j) **Rates must include transport, labour and materials** except for *ad-hoc*/minor repair/general works where tenderers will have to submit quotes separately for

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



transport, materials and labour as per rates.

2.6 Tender Award Criteria:

Pre-determined scenarios were created **for evaluation purposes only**. The quantities in the Pricing Schedule should in no be seen as an indication of quantities that will be awarded. The actual quantities will be determined per project, following the appointment of the Panel of Contractors per Section. The total project cost (bases on predetermines scenarios/quantities), locality and BBB-EE points will determine who the nine (9) contractors will be that will form the panel of contractors per Section and three (3) per CIBD Grading and the rates of this tender will be utilized for evaluation.

2.7 Local labour

Successful bidders must make use of local labour on the following basis:

- Unskilled labour: 100%
- Semi-skilled: 40%
- Skilled Labour: 10%

2.8 Minimum requirements

Depending on the Category that Bidders will submit tenders, they must: -

- a) Have a CIDB grading of **1,2 or 3SQ or higher** for fencing, precast concrete, or steel fencing, and must have a valid Letter of Good Standing in terms of COIDA and/or proof of registration.

2.9 Compulsory briefing session

A Compulsory Clarification Meeting will be held on 10 September 2024, at 12h30, at the Stellenbosch Municipality, Stellenbosch Municipal Council Chamber, 17 Plein Street in Stellenbosch. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant. No late comers will be allowed to join the meeting.

2.10 Validity period

Tenders must be valid for 180 days after date of closure.

2.11 Tender for use of organisation as a whole

Although the Property Management Department is responsible for compiling the specifications for this Term Tender, once awarded, it will be used by the entire organisation.

2.12 Unbundling of Municipal Infrastructure Assets

As part of the project closeout, the contractor must also unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project.

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



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17. PRE-QUALIFICATION SCORE SHEET

Bidders should provide full details (including project client's name, contact number, email, project cost, project completion date) of at least 3 projects of similar size and nature that were successfully completed during the past 5 years. Bidder can provide the same reference if multiple or different projects were done for the same client. **Reference letters with the aforementioned full details must be submitted for all the completed project references.** Failure to provide such information by not completing Schedule of work experience of the Tenderer - Completed Contracts and not submitting the reference letter per project will invalidate the bidder's offer.

2.13 Minimum requirements

Depending on the Category that Bidders will submit tenders, they must: -

Have a CIDB grading of **1,2 or 3SQ or higher** for fencing, precast concrete, or steel fencing, and must have a valid Letter of Good Standing in terms of COIDA and/or proof of registration

Similar size and nature mean the supply, erection and or repair of fencing made from any type of material and the CIDB Grading the bidder is bidding.

CIDB Grades	Maximum Contract Value
1	500 000
2	1 000 000
3	3 000 000

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



18.	SCHEDULE OF PLANT AND EQUIPMENT
------------	--

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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



19. 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			



20. 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				
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Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if 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				



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

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

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



22. 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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23. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

- 1. OFFER**
- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 06/25**
 - 1.2. 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.
 - 1.3. 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:	

- 1.4. 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:		



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24. PRICING SCHEDULE

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

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

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

**TENDER B/SM 06/25: SUPPLY AND ERECTION OF FENCING ON AN ‘AS AND WHEN REQUIRED’ BASIS:
 TENDER FOR THE PERIOD ENDING 30 JUNE 2027**

Prices must be fixed for the period ending 30 June 2025. Thereafter, a % escalation per year will be allowed until the end of the contract period on 30 June 2027. The % escalation must be completed in the Bill of Quantities/ Pricing schedule. The escalation for the two remaining years will be to a maximum of 6% per year. The escalation percentage is fixed throughout the particular year.

1	SECTION 1: VIBRACRETE FENCING			2024/ 2025	
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
1.1.	1.2m high Vibracrete fence	m	100		
1.2.	1.8m high Vibracrete fence	m	200		
1.3.	2.4m high Vibracrete fence	m	200		
1.4.	Pipe Diameter 27mm Pedestrian Gate 900mm (w) x 1200mm (h)	Item	3		
1.5.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800	Item	3		
1.6.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450	Item	3		
1.7.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450	Item	3		
1.8.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400	Item	2		
1.9.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400	Item	2		
1.10.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400	Item	2		
1.11	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450	Item	2		
1.12.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450	Item	1		
1.13.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450	Item	1		
1.14.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450	Item	1		



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1 SECTION 1: VIBRACRETE FENCING				2024/ 2025	
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
1.15.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450	Item	1		
1.16.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	100		
1.17.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	100		
1.18.	Wall Spikes	m	100		
1.19.	Rate for rock excavation	m ³	10		
1.20.	Removal of Existing Fence and Poles per running meter	m	200		
1.21.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item	R5 000,00	R5 000,00	R5 000,00
1.22.	Labour Rates for Ad-hoc minor repairs/general works:				
1.22.1.	Foreman/Driver	Hr	20		
1.22.2.	Artisan	Hr	20		
1.22.3.	Semi-Skilled Labour	Hr	24		
1.22.4.	General Labour	Hr	24		
TOTAL SECTION 1					



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2 SECTION 2: PALISADE FENCING		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
2.1.	1.8m high palisade fence	m	200		
2.2	2.4m high palisade fence	m	150		
2.3.	Sliding gate for palisade fence (5-meter-wide x 1.8 meter high) (complete with rails and brackets) (manually opened) (All hot dip galvanized)	Item	2		
2.4.	Sliding gate for palisade fence (5-meter-wide x 2.4 meter high) (complete with rails and brackets) (manually opened) (All hot dip galvanized)	Item	2		
2.5.	1.5-meter-wide pedestrian palisade gate with barrel bolt (1.8 meter high)	Item	1		
2.6.	1.5-meter-wide pedestrian palisade gate with barrel bolt (2.4 meter high)	Item	1		
2.7.	Double leaf swing gates for palisade (2 x 3-meter wide each and 1.8 meter high) (manually opened) (All hot dip galvanized)	Item	2		
2.8.	Double leaf swing gates for palisade (2 x 3-meter wide each and 2.4 meter high) (manually opened) (All hot dip galvanized)	Item	1		
2.9.	Rate for rock excavation	m ³	10		
2.10.	Removal of Existing Fence and Poles per running meter	m	100		
2.11.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item	R5 000,00	R5 000,00	R5 000,00
2.12.	Labour Rates for Ad-hoc minor repairs/general works:				
2.12.1.	Foreman/Driver	Hr	4		
2.12.2.	Artisan	Hr	4		
2.12.3.	Semi-Skilled Labour	Hr	4		



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2 SECTION 2: PALISADE FENCING		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
2.12.4.	General Labour	Hr	4		
TOTAL SECTION 2					

3 SECTION 3: BETAFENCE OR EQUIVALENT		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
3.1.	2.m High Betafence – Betaview PVC Coated (2.6m long poles included in rate) or equivalent	m	1200		
3.2.	2.4m High Betafence – Betaview PVC coated (3.2m long poles included in rate) or equivalent	m	1000		
3.3.	3m High Betafence - Betaview PVC coated (3.8m long poles included in rate) or equivalent	m	200		
3.4.	1.23m High Betafence – Nylofor Medium PVC Coated (1.7m long Poles included in rate) or equivalent	m	200		
3.5.	1.73m High Betafence – Nylofor Medium PVC Coated (2.2m long Poles included in rate) or equivalent	m	200		
3.6.	2.03m High Betafence – Nylofor Medium PVC Coated (2.6m long Poles included in rate) or equivalent	m	200		
3.7.	1m Wide Nylofor Single Swing Gate 1230 High or equivalent	Item	3		
3.8.	1m Wide Nylofor Single Swing Gate 1730 High or equivalent	Item	3		
3.9.	1m Wide Nylofor Single Swing Gate 2030 High or equivalent	Item	3		
3.10.	1.5m Wide Nylofor Single Swing Gate 1730 High or equivalent	Item	2		
3.11.	1.5m Wide Nylofor Single Swing Gate 2030 High or equivalent	Item	2		
3.12.	2m Wide Nylofor Single Swing Gate 2030 High or equivalent	Item	1		
3.13.	3m Wide Nylofor Single Swing Gate 2030 High or equivalent	Item	1		
3.14.	3m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	1		



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2 SECTION 2: PALISADE FENCING		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
3.15.	3m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	5		
3.16.	4m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	2		
3.17.	4m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	1		
3.18.	5m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	1		
3.19.	5m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	1		
3.20.	6m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	1		
3.21.	6m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	1		
3.22.	8m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	1		
3.23.	8m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	1		
3.24.	10m Wide Nylofor Double Swing Gate 1730 High or equivalent	Item	1		
3.25.	10m Wide Nylofor Double Swing Gate 2030 High or equivalent	Item	1		
3.26.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	200		
3.27.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	100		
3.28.	Sliding Gates (Including Concrete works and complete installation as per specs)				
3.29.	1.7m High 3m Wide Sliding Gate	Item	1		
3.30.	2m High 3m Wide Sliding Gate	Item	5		
3.31.	2.4m High 3m Wide Sliding Gate	Item	5		
3.32.	1.7m High 4m Wide Sliding Gate	Item	1		
3.33.	2m High 4m Wide Sliding Gate	Item	1		
3.34.	2.4m High 4m Wide Sliding Gate	Item	1		
3.35.	1.7m High 5m Wide Sliding Gate	Item	2		



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2 SECTION 2: PALISADE FENCING		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
3.36.	2m High 5m Wide Sliding Gate	Item	2		
3.37.	2.4m High 5m Wide Sliding Gate	Item	2		
3.38.	1.7m High 6m Wide Sliding Gate	Item	2		
3.39.	2m High 6m Wide Sliding Gate	Item	2		
3.40.	2.4m High 6m Wide Sliding Gate	Item	2		
3.41.	1.7m High 7m Wide Sliding Gate	Item	1		
3.42.	2m High 7m Wide Sliding Gate	Item	1		
3.43.	2.4m High 7m Wide Sliding Gate	Item	1		
3.44.	1.7m High 8m Wide Sliding Gate	Item	1		
3.45.	2m High 8m Wide Sliding Gate	Item	1		
3.46.	2.4m High 8m Wide Sliding Gate	Item	1		
3.47.	1.7m High 10m Wide Sliding Gate	Item	1		
3.48.	2m High 10m Wide Sliding Gate	Item	1		
3.49.	2.4m High 10m Wide Sliding Gate	Item	1		
3.50.	1.7m High 12m Wide Sliding Gate	Item	1		
3.51.	2m High 12m Wide Sliding Gate	Item	1		
3.52.	2.4m High 12m Wide Sliding Gate	Item	1		
3.53.	Supply and erect 500mm razor flat wrap on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	200		
3.54.	Supply and erect 500mm barbed tape razor wire on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	150		



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2 SECTION 2: PALISADE FENCING		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
3.55.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up.	Item	R5 000,00	R5 000,00	R5 000,00
3.56.	Labour Rates for Ad-hoc minor repairs/general works:				
3.56.1	Foreman/Driver	Hr	4		
3.56.2	Artisan	Hr	4		
3.56.3	Semi-Skilled Labour	Hr	4		
3.56.4	General Labour	Hr	4		
TOTAL SECTION 3					



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4 SECTION 4: CLEARVU FEANCING OR EQUIVALENT		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
4.1.	1.8 Meter High ClearVu fence with posts 2400mm long or equivalent	m	1200		
4.2.	2.1m High ClearVu fence with posts 2700mm long or equivalent	m	1000		
4.3.	2.4m High ClearVu fence with posts 3000mm long or equivalent	m	1000		
4.4.	3.0m High ClearVu fence with posts 3600mm long or equivalent	m	500		
4.5.	1.8 Meter High ClearVu fence with posts 2400mm + 500mm long (longer posts for Ripper blade Concertina coil) or equivalent	m	300		
4.6.	2.1m High ClearVu fence with posts 2700mm+500mm long (longer posts for Ripper blade Concertina coil) or equivalent	m	300		
4.7.	2.4m High ClearVu fence with posts 3000mm+500mm long (longer posts for Ripper blade Concertina coil) or equivalent	m	200		
4.8.	3.0m High ClearVu fence with posts 3600mm+500mm long (longer posts for Ripper blade Concertina coil) or equivalent	m	100		
4.9.	Topping Options: 100mm high toughened steel shark tooth spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.	m	300		
4.10.	Topping Options: 100mm high toughened steel castle spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.	m	300		
4.11.	Topping Options: 100mm toughened steel spear spike to be affixed to panel edge, internally at 150mm intervals using Anti vandal bolts. Spike to be hot dipped galvanized.	m	200		
4.12.	Topping Options: 730mm high ripper blade smart concertina coil to be fixed to post as anti-scale topping.	m	200		
4.13.	Anti-Burrow Option: 600 mm ClearVu mesh extension to be secured to the lower edge integrated angle or equivalent	m	50		



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4 SECTION 4: CLEARVU FEANCING OR EQUIVALENT		2024/ 2025			
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
4.14.	Anti-Burrow Option: 500mm ripper flat wrap to be secured to the lower edge integrated angle.	m	50		
4.15.	Anti-Burrow Option: 200mm concrete sill to be secured to the lower edge integrated angle.	m	50		
4.16.	Single Swing Gate: 1800MM High x 1500mm wide	Item	5		
4.17.	Single Swing Gate: 2400mm high x 1500mm wide	Item	4		
4.18.	Double Swing Gate: 1800mm high x 3000mm wide	Item	10		
4.19.	Double Swing Gate: 2400mm high x 3000mm wide	Item	5		
4.20.	Double Swing Gate: 3000mm high x 3000mm wide	Item	2		
4.21.	Sliding Gate: 1800mm high x 3000mm wide	Item	5		
4.22.	Sliding Gate: 2400mm high x 3000mm wide#	Item	5		
4.23.	Sliding Gate: 1800mm high x 5000mm wide#	Item	2		
4.24.	Sliding Gate: 2400mm high x 5000mm wide#	Item	1		
4.25.	Sliding Gate: 1800mm high x 6000mm wide#	Item	1		
4.26.	Sliding Gate: 2400mm high x 6000mm wide#	Item	1		
4.27.	Rate for rock excavation#	m ³	10		
4.28.	Removal of Existing Fence and Poles per running meter on fences that are still in fairly good condition but need minor repair	m	200		
4.29.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item	R5 000,00	R5 000,00	R5 000,00



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4 SECTION 4: CLEARVU FEANCING OR EQUIVALENT				2024/ 2025	
Item	Item Description	Unit	Quantity	Rate/m or Rate /m ³ or Rate /item	Total Amount
4.30.	Labour Rates for Ad-hoc minor repairs/general works:				
4.30.1.	Foreman/Driver	Hr.	24		
4.30.2.	Artisan	Hr.	20		
4.30.3.	Semi-Skilled Labour	Hr.	24		
4.30.4.	General Labour	Hr.	24		
TOTAL SECTION 4					

		2024/2025	Year 2025/2026	Year 2026/2027
Mark-up on material	Percentage Mark-up			
Percentage Mark-up*		N/A		
Annual Escalation	Percentage Escalation			
Annual Percentage Escalation		N/A		



25. DECLARATION BY TENDERER

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

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

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

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

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

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