



TENDER NO.: B/SM 114/26

ELECTRICAL LABOUR TENDER AND AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

PROCUREMENT DOCUMENT

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

AUGUST 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Nombulelo Zwane

Snr Manager: Electrical
Services

Tel. Number: 021 808 8335 /
8333



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 114/26: ELECTRICAL LABOUR TENDER AND AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

TENDER NUMBER: B/SM 114/26

DESCRIPTION: ELECTRICAL LABOUR TENDER AND AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

CLOSING DATE: 28 September 2026

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 a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) as of 23 May 2019. It is estimated that tenderers should have a CIDB contractor grading designation of **3EP or higher**.

INFORMATION:

Tender Specifications: Nombulelo Zwane at 021 808 8335 / 8333: e-mail: Engineering.services@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 via Virtual will be held on 11 **September 2026 at 09:00 AM**. The Compulsory Clarification meeting will be held via the Microsoft Teams. Tenderers must ensure to download the App and give Nombulelo Zwane at Engineering.services@stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least **48 hours prior (09 September 2026 at 12:00)** to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. The department will forward the link. 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 114/26: ELECTRICAL LABOUR TENDER AND AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

1. This Tender is subject to the General Conditions of Contract, CIDB, 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 **R610.00 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 114/26: ELEKTRIESE ARBEID EN AD HOC-VERSKAFFING VAN 'N PRIVAAT GEWAPENDE SEKURITEITSDIENS VIR DIE BESKERMING VAN INFRASTRUKTUUR TYDENS KONSTRUKSIE IN DIE GROTER WCO24-GEBIED VIR 'N KONTRAKTYDPERK WAT OP 30 JUNIE 2029 EINDIG

TENDER NOMMER: B/SM 114/26
BESKRYWING: ELEKTRIESE ARBEID EN AD HOC-VERSKAFFING VAN 'N PRIVAAT GEWAPENDE SEKURITEITSDIENS VIR DIE BESKERMING VAN INFRASTRUKTUUR TYDENS KONSTRUKSIE IN DIE GROTER WCO24-GEBIED VIR 'N KONTRAKTYDPERK WAT OP 30 JUNIE 2029 EINDIG
SLUITINGSdatum: 28 September 2026
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.
KIOR: Die volgende klas van konstruksie werk in ooreenstemming met Regulasie 25(1B) of 25(7A) van die Konstruksie-industrie Ontwikkelingsraad Regulasies, 2004 (soos gewysig) op 23 Mei 2019. Tendersaars moet 'n geskatte KIOR kontrakgradering van ten minste **3EP of hoër** hê.

NAVRAE:

Tender spesifikasies: Nombulelo Zwane by 021 808 8335 / 8333: e-pos:

Engineering.services@stellenbosch.gov.za

Vkb vereistes: Renae Bergstedt at 021 808 8588: e-mail:

Renaeb@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie Virtuele sal gehou word op 11 September 2026 om 09:00 VM. Die verpligte inligtingsessie sal via Microsoft Teams gehou word. Tendersaars moet toesien dat hulle die toepassing aflaai en die nodige kontakbesonderhede (e-posadres en selfoonnommer) ten minste 48 uur voor die vergadering (teen 09 September 2026 om 12:00) aan Nombulelo Zwane by Engineering.services@stellenbosch.gov.za verskaf, sodat die virtuele vergadering opgestel kan word. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. Tendersaars wat versuim om hul besonderhede binne die tydsraamwerk in te dien, sal nie die inligtingsessie bywoon nie. Die departement sal die skakel aanstuur.

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

Verseëde tenders duidelik gemerk: **"B/SM 114/26: ELEKTRIESE ARBEID EN AD HOC-VERSKAFFING VAN 'N PRIVAAT GEWAPENDE SEKURITEITSDIENS VIR DIE BESKERMING VAN INFRASTRUKTUUR TYDENS KONSTRUKSIE IN DIE GROTER WCO24-GEBIED VIR 'N KONTRAKTYDPERK WAT OP 30 JUNIE 2029 EINDIG"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en Ligging	100

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

1. Hierdie tender is onderworpe aan die Algemene Kontrakvoorwaardes, CIDB, Voorsieningskettingbestuursbeleid en relevante spesifikasies
2. Toepaslike opdrag



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3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde 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, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R610.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 114/26	CLOSING DATE:	28 SEPTEMBER 2026	CLOSING TIME:	12h00
DESCRIPTION	ELECTRICAL LABOUR TENDER AND AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	NOMBULELO ZWANE
CONTACT PERSON	RENAE BERGSTEDT	TELEPHONE NUMBER	021 808 8335 / 8333
TELEPHONE NUMBER	021 808 8588	E-MAIL ADDRESS	Engineering.services@stellenbosch.gov.za
E-MAIL ADDRESS	Renaeb.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 SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....
NAME AND SURNAME

DATE

.....

.....



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



2. CHECKLIST

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

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? (If applicable)	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



1. 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			
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***



2. 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/OR CLOSE CORPORATIONS

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

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

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

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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:	



3. 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.



4. 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/ 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 20points 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

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

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

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

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

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



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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

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

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

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

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

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



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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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



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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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



F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

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

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



5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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



26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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



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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



6. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



7. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative										
3.2.	Identity Number										
3.3.	Position occupied in the Company (director, shareholder ² etc.)										
3.4.	Company Registration Number										
3.5.	Tax Reference Number										
3.6.	VAT Registration Number										

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



8. 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			



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 –SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2023 and the Stellenbosch Preferential Procurement Policy 2026/27

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 (delete whichever is not applicable for this tender) preference point system shall be applicable; or

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

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

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 points is allocated for price on the following basis:

80/20

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

Where

- Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (b) Promotion of enterprises located in the municipal area (WCO24)



- 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 Level of Contributor	Status	Number of Points for Preference 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		NO	
-----	--	----	--

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

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

8. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a **Member / Director / Owner (Select one)** of the following enterprise and am duly **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"	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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"



Definition of “Black Designated Groups”	“Black Designated Groups means: (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

10. 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:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



12. 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



13. 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:	



14. 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:	



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDUL



15. SPECIFICATIONS

ELECTRICAL LABOUR TENDER IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

1. INTRODUCTION

Stellenbosch Municipality hereby wishes to appoint suitable qualified service provider to provide the municipality with labour for the installation of equipment on the LV and MV electrical networks.

The tender will include the hiring of qualified and experienced personnel for network maintenance, service connection installations as well as the servicing of these service connections as and when needed. A bidder may bid on both part 1 and part 2 of this bid, if suitably qualified. Alternatively, it is not compulsory to bid on both part 1 and part 2, should a bidder bid on a specific part (1 or 2) all rates for that specific part must be completed in full.

BACKGROUND

The Electricity department intends to award a three-year contract for the provision of labour on ad hoc basis in order to assist with capital and operational works including upgrading of the LV and MV electrical networks in WCO24.

The labour will be required as and when needed, this might include emergency work after hours in extreme cases. Bidders must supply their own tools, equipment and protective clothing as required for their personnel.

2. SCOPE OF TENDER

The scope of work to be covered during this assignment shall include all the items mentioned in the pricing schedule as follows:

- 2.1. Trenching, laying of cables, planting of streetlight poles, building of LV/MV overhead lines and installation of cables. Installation of service connections as and when required. All the relevant material shall be issued by the Municipality. Quantities and all project requirements shall be determined on site as each project will differ from each other. Most network equipment shall be newly supplied for installation. In some instances, refurbished equipment will be supplied for custom maintenance projects where needed.
- 2.2. Equipment installed and all work to be performed shall comply with all relevant NRS and SANS codes for LV, MV installations and the Occupational and Health Safety Act as amended. New equipment shall be installed as per the manufacturer's specifications, and all equipment shall be installed as per the applicable NRS and SANS standards.
- 2.3. The scope of works shall include the removal of existing (redundant) equipment, collection of old equipment and delivery to the Electrical stores.
- 2.4. New or refurbished equipment and material shall be issued by the Municipality of Stellenbosch at no charge to the bidder, depending on the actual projects, for installation by the successful Bidder/s' as specified in this tender.

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



- 2.5. The successful bidder will be required to complete and submit wayleave applications to Infrastructure Services, Development Services division and other relevant stakeholders. The submission must include drawings of the proposed work. Works can only commence on approval of the wayleave application.
- 2.6. Part of this tender is the repairs of paving and road crossings, which must be done to the Stellenbosch Municipality's Infrastructure Services (Roads Department's) specifications. It would be required from the Bidders to familiarize themselves with the specifications, including latest amendments, if any, before submitting the tender document. Please note in the case of all paving / road repair and trenching for cables, the required backfill materials will be issued by the Municipality on site at no cost to the Bidders.
- 2.7. Once the work has been completed, "as built" drawings shall be compiled, and it will be required from the Bidders to assist with the drawing up of as-build drawings in the case of new / or replacement network infrastructure. The Municipality uses AutoCAD format for its network drawings and bidders shall submit any required information in this format where applicable. Design drawing types would include general arrangements, electrical schematics, integrating with existing systems diagrams and cable joints exact positions.

3. SPECIAL CONDITIONS OF TENDER

- 3.1. All bidders that meet the requirements of this tender will be registered on a panel / roster for the duration of the contract period.
- 3.2. Requests to submit proposals to qualifying bidders registered on this roster/panel will be issued by the user department from time to time during the duration of the contract period.
- 3.3. The successful bidder will receive separate orders per project based on predetermined quantities verified on site before work commences.
- 3.4. All supporting documents and specifications must be included in the tender and attached at the back of this tender document.
- 3.5. This tender document must not be dismembered (do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.
- 3.6. Bidders are required to indicate a rate per item, as found on the pricing schedule. These rates must be fixed for the contract period and be VAT inclusive.
- 3.7. Each item on the schedule of prices shall be priced. Prices must be inclusive of VAT.
- 3.8. The successful tenderers shall supply an approved safety plan before the commencement of any work.
- 3.9. Sub-contractor:

Bidders must indicate if any sub-contractors will be appointed for this contract. Please note that the sub-contractor shall meet the full requirement of the applicable sections of the tender and will be evaluated in terms of the functionality criteria below. All relevant information for the sub-contractor must be included in the tender.

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



3.10. Local Labour

It is required that local labour must be appointed by the successful bidder. Unskilled work force to make up 100% of the local labour while semiskilled shall be a minimum of 10% local labour as and when required.

3.11. Stellenbosch Municipality does not bind itself to accept the lowest bidder, or any tender.

3.12 Price will contribute 80 points, B-BBEE status level of contribution = 10 points and Locality Total=10points. The price and B-BBEE contribution points =100

3.13 Each Bidder must guarantee their workmanship and supplied products (if any) for a period of twelve months from date of installation. All flaws, poor workmanship, or faulty installations subsequent to the hand-over of each site shall be rectified and corrected at the Bidder's own cost.

3.14 The successful bidder shall be required to provide proof of liability to a minimum value of R1 000 000.00 (include copy of valid insurance)

4. EVALUATION OF TENDERERS

Bidders who do not comply with section 5 (pre-qualification) will be considered non-compliant.

5. PRE-QUALIFICATION: ELECTRICAL LABOUR TENDER

No	Pre-qualification description	Compliance required
5.1	A valid letter of good standing from the office of the Compensation Commissioner in terms of the Compensation fund. (Include proof of letter of good standing)	Yes
5.2.	A list of vehicles, tools, and equipment which the bidder has in its possession, or, has access to for the duration of this tender. <i>A list of vehicles, tools and equipment is detailed in Annexure A, this list will be used to evaluate bidders and should be completed in full so that the bidder can be evaluated accordingly. Should the bidder not have any one of these items or access to any one of these items, they will be deemed non responsive and therefore non-compliant.</i> (Include the following: copies of vehicle registration, specification of vehicle with accessories. recent photos of each. in the case of crane mounted trucks / trucks. copies of vehicle registration specification of trucks and cranes NATIS compliance certificate for truck. OHS Act compliance certificate for crane. Recent photos of each. Certificates for all rigging equipment issues with crane trucks. List of hand tools available for projects. List of power tools, including compacting equipment for backfilling of trenches;	Yes

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



No	Pre-qualification description	Compliance required
	include photos. Safety equipment on vehicles, i.e., first aid kits, fire extinguishers.)	
5.3	Similar projects successfully completed Requirement for Submission of References with Tender Submission Purpose: The submission of references is a critical part of the tender process to demonstrate the bidder's experience, reliability, and ability to meet the requirements of the project. Bidders must provide a minimum of 3 (Three) references to support their tender submission. References for projects must be based on completed projects of similar nature. Reference Content: Each reference must include the following details: Client Name: The name of the organization or individual for whom the work was completed. Project Title/Description: A brief description of the project, including the scope of work and key deliverables. Project Value: The total value of the project or contract. Completion Date: The start and completion dates of the project. References must be submitted with the tender proposal by the tender submission deadline.	Yes
5.4	KEY PERSONNEL: 1 x Qualified artisan electrician to be able to issue certificate of compliance: Three phase wireman's license and trade test certificate with at least 2 years experience in work requiring issuing of COC's. 4 x Semi-skilled Artisans: 3 years' experience in the electrical network without a trade test certificate 3 x Drivers: Code 8 2 x Drivers: Code 10 with PDP 2 x Welder: Welding trade test certificate. 15 x General Workers: Unskilled labour 2 x Flag man: valid certificate in road safety awareness, 2 years' experience in traffic	Yes

PRINT NAME:			
CAPACITY:		Name of firm	
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No	Pre-qualification description	Compliance required
	control, on construction projects. 4 x Artisan electricians: LV and MV experience (2 years) trade test certificate 1 x Senior Artisan with MV and HV experience valid (OHRVS) as a responsible person 3 years' experience: Trade test 2 x Supervisor: Qualified artisan with supervision experience (three years) 2 x Joiner: Jointing certificate for MV joints, 3 years' experience	
5.5	Attendance of compulsory clarification meeting.	

PLEASE note the following:

- a) All the individual rates will be approved, once compliant to specifications.
- b) The preferred bidder will be recommended when the desired work is identified by the end-user.
- c) The preferred bidder will be the bidder who scored the highest points as per identified work.

6. FLOWCHART INDICATING THE APPOINTMENT PROCESS OF RESPONSIVE TENDERERS FOR PART 1

The process described hereunder will be followed by the user department to appoint one of the qualifying tenderers registered on the panel / roaster to a specific project from time to time during the duration of the contract period.

- a) User department calls a site meeting with all approved and qualifying bidders to discuss scope of the works.
- b) The User department based on the scope of works applies the rates of each individual bidder associated with the various activities and tasks that make up the agreed upon scope of works.
- c) User department then forwards these proposals detailing the quantities and associated costs to SCM. SCM evaluates in terms of price and preference to determine who scores the highest points.
- d) Once SCM has evaluated and awarded to the qualifying bidder with the highest score, the User department is informed of the outcome and the bidder is informed. An order is then generated prior to the commencement of the works.
- e) Under emergency conditions an arrangement will be made with SCM in accordance with the Standard Operating Procedure (SOP) to commence work prior to the generation of the order based on the availability of the contractor/s. An official order will be raised for the works done under emergency conditions on the following working day.

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



7. PRICING CONDITIONS

- 7.1. Bidders are required to indicate a rate per item, as found on the pricing schedule.
- 7.2. These rates must be fixed for each year of the contract period.
- 7.3. Tenders will be evaluated in terms of pre-qualification criteria and those suppliers who qualify will be requested to accept their appointment on a panel for the contract period. The evaluation on Price and Preference will be performed on a per project base, using the rates as submitted by the tender to determine a total project cost. This PPPFA points the SCM has calculated based on the rates and total project cost will then be used to identify the successful contractor for a specific project.
- 7.4. Each item on the schedule of prices shall be priced.
- 7.5. Service providers are required to read and study the specifications, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.
- 7.6. Prospective Bidders must acquaint themselves with the actual conditions on site as and when the individual projects are awarded to them by the Municipality and indicate whether they are able and have the resources to start a project on the required time.

8. LOCAL ECONOMIC DEVELOPMENT DATA BASE LED (UNEMPLOYMENT MUNICIPAL DATABASE)

Stellenbosch Municipality requires the contractors appointed on the panel to make use of local labour identified through the municipality's LED program for local residents.

8.1. LED Programme and Labour-Intensive Activities

Introduction

This tender provides persons living within the Stellenbosch Municipal area the opportunity to provide a service to certain areas inclusive of small surrounding settlements as contractors to the Stellenbosch Municipality, whilst utilizing local labour from the specific informal settlements.

The successful Bidders (who will then become contractors to the Stellenbosch Municipality) will be required to provide a total service to a particular area(s) and thereby make it a better place for the residents.

Overall Contract Objectives

The main objectives of this contract are as follows:

- a) To provide a high standard Service to the given communities in the areas as indicated.
- b) To provide employment opportunities to members of the communities in accordance with Council's Employment requirements.
- c) The Contractor must, at all times, bear these objectives in mind as they will be the overall parameters in making decisions throughout the contract period. This will be the case, especially where an issue may not be directly covered by a specific clause.

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8.2. Employment appointments must be undertaken as follows:

The Contractor shall ensure that his unskilled work force is 100% local labour while semiskilled shall be minimum 10% local labour.

- a) Local labour is defined as labour that permanently resides within the vicinity of the Stellenbosch Municipalities boundaries. It is the Contractor's responsibility to obtain the Stellenbosch base. This will be liaised with the Service provider.
- b) The Contractor will be required to employ all workers utilizing the applicable method as indicated by Stellenbosch Municipality at the time of employment.
- c) This will involve obtaining more names than the number of workers required and conducting an interview process.
- d) The names and contact details of the prospective workers not hired once the appointments are finalised must be retained for use when casual workers are required.
- e) Further information will be provided to the successful contractor. Any costs involved with the selection and appointment process, e.g., hire of a venue to interview candidates will be for the cost of the Contractor.
- f) Where possible, the Contractor must utilize municipal facilities in or near the area to be serviced. It must be noted that all planning and appointment of staff must take place prior to the implementation date of a project.
- g) Workers must be employed for the duration of a specific project (unless agreed upon otherwise with the municipality). In the event of a contract having been awarded for a shorter period, workers must be employed for three equal periods over the length of the tender. Supervisors must be in place for the entire contract period.
- h) Service Providers must be registered with Compensation for Occupational Injuries and Diseases Act (COIDA) and also for Unemployment Insurance (UIF).

8.2.1. Communication

The Contractor will be the link between the Stellenbosch Municipality, all Workers and the community and must therefore take note of and comply with all the communication requirements. The Department Electrical Services will advise the Department Economic Development when the LED Database will be used in order for LED to engage actively with the contractor for reporting purposes.

8.2.2. Record Keeping

The Contractor will be required to maintain full and complete LED statistics on a monthly basis in the prescribed format as amended from time to time. All record keeping requirements of the EPWP must be adhered to and include, inter alia:

- a) the issue of formal legal contracts (even for temporary staff)
- b) Certified copy of ID documents for every worker
- c) the keeping of proof of payments made (full payslips are required)
- d) For auditing purposes, the above records must be made available to the Stellenbosch Municipality's representative for this contract immediately after payment has been made on a monthly basis. The cost of making copies will for the bidders account.
- e) Failure to submit will be result in a consequence management.
- f) So as to be compliant with the Occupational Health and Safety rules, each worker must be provided with the following protective clothing.
- g) Bidders must provide the list of protective clothing as detailed below.
 - 2 x overalls per year.
 - Pair of heavy duty gloves every 3 months (i.e., 4 pairs per year) or as required.

PRINT NAME:			
CAPACITY:		Name of firm	
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- 1 x Reflective safety bib
- 1 pair of safety shoes.
- 1 x Rain suit.
- Hardhat if required.
- Any other relevant PPE as and when required for the task at hand.

It is required that the back of the reflective safety bib be branded with the following words: Company Name" "contracted by Stellenbosch Municipality / LED and must be worn at all times. A sample of this branding must be submitted to the Stellenbosch Municipality representative for approval prior to the purchasing of the branded protective clothing.

8.2.3. Skills transfer:

- a) The Contractor must ensure that skills are transferred to the community members that are employed on this project.
- b) These skills must be recorded and submitted with the monthly report.

9. HEALTH AND SAFETY

The successful bidder shall be expected to have a current and valid Health-and-Safety file on site in which all procedures and safety aspects are documented. This file should comply with the Health and Safety plan that is drawn up for each project. The plan must be submitted for approval to the Municipalities Health and Safety officer assigned to the project prior to commencement of construction.

AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

BACKGROUND

Stellenbosch Municipality wishes to appoint private armed security service providers for the provision of ad-hoc security services. The private armed security service provider would have to perform duties on an hourly basis if and when required basis. These services must ensure a safe and secure environment of the entire substation facilities, electrical infrastructure including protection of personnel, visitors, tenants, and clients by effectively managing access and egress control as and when required whilst maintenance / construction of electrical infrastructure is in progress in Stellenbosch WC024, in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985.

A. SPECIAL REQUIREMENTS FOR PART FOR THE AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

Appointment of a service provider to render armed security services at municipal sites including electrical infrastructure during loadshedding and if and when required basis at area's regarded as high risk (Hotspot) areas within Stellenbosch Municipality WC024 while under construction / maintenance work is underway for a period ending June 2029. Only established, reputable companies with a verifiable history in the provision of armed security guarding services of scale should bid. A bidder may bid on part 1 and part 2 of

PRINT NAME:			
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SIGNATURE:		DATE:	



this bid, if suitably qualified. Alternatively, may bid on either part 1 or part 2. All items must be completed in full for the part the bid is made on.

1. The successful service provider must provide a Site Operations Manager who has a complete authority to act for the company during the term of the contract. The Site Operations Manager shall be available to act for the successful armed security provider to oversee and coordinate the services outlined in this contract. The Site Operations Manager shall receive and execute, on behalf of the successful service provider, such technical direction as the Stellenbosch Municipality may issue within the terms and conditions of the contract. It is the responsibility of the successful service provider to assign a full-time on-site Operations Manager who is qualified and competent. As a minimum, the Site Operations Manager must possess at least three (3) years of specialised armed security service, investigation skills and management experience at a government/municipal/state-owned entity facility with an armed security personnel force.
2. The core business of the company must be the provision of Armed Security Services including Guarding Services. Proof of registration must be submitted with the tender together with documentary proof of armed Grading of the Security Guards included in this bid.
3. Prices must be quoted in South African currency and be inclusive of value-added tax (VAT).
4. Prices must be given according to the units in this Schedule.
5. **No increases in the rates quoted in this Rates / Price Schedule will be entertained during the contract period, under any circumstances.** The quoted prices in the bid will be fixed for each year of the three-year contract period.
6. All services are intended to be ordered as and when required by the operational departments.
7. The rates quoted in the schedules below shall be deemed to include all applicable allowances, Sunday and public holiday premiums, leave provision, sick pay, Night shift allowance, firearm allowance, bonus, relief officers, transport of security staff and their equipment to and from points of duty, transport and cost of senior personnel for inspections and management meetings, uniforms, protective clothing and equipment, communications equipment, training, supervision, profit, overheads, as well as taxes, duties, levies and all other obligations which may be imposed upon a Contractor.
8. Usual items such as batons, handcuffs, pocketbooks, firearms with own ammunitions and pens are deemed to be standard equipment of Security Officers. As part of the standard equipment, personnel shall also be equipped with flashlights at Night as well as raingear in winter.
9. Overtime: The prices must include overtime that may fall within the 1-hour shifts. Where individual Security Officers are required by Council to perform services in excess of 1 hour per shift, then the Hourly rates below will become applicable for the excess.

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10. Price will contribute 80 points, B-BBEE status level of contribution = 10 points and Locality =10. Total points for Price, B-BBEE and locality =100
11. The bidder must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers
12. It must be noted that all qualifying service providers will be appointed on a panel for Ad Hoc Provision Of Private Armed Security for the safeguarding of infrastructure while under construction in the greater WCO24 for a contract period ending 30 June 2029.
13. Attendance at the Briefing Session as per the advert.
14. Contingency Plan. The bidder must have a contingency plan, in writing, for rapid deployment of standby staff in the case of an emergency or when security guards are on strike. Please attach plan.
15. Administrative staff must be available to attend to queries. Bidders to provide an organogram of administrative staff with list of relevant contact numbers.
16. The bidder must ensure that all Security officers are qualified to a level Grade A. All security officers must be registered with PSIRA, and proof of registration must be included with return tender submission.
17. All security officers must be able to communicate in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and Xhosa). Must be detailed on the attached CV's.
18. All security officers provided with firearms must be in possession of a firearm competency certificate, (minimum 9m and shotgun) proof to be submitted with returned documentation.
19. The bidder must, at their own costs, provide the control room of the Stellenbosch Municipality with a company owned communication two-way radio for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the bidder to ensure the equipment they provided has been removed from the Municipality's control room at the bidders own costs.
20. The service provider must ensure that all security officers are screened by the South African Police Services at the cost of the Service Provider and produce proof of all the screenings to the municipality. Proof thereof must be submitted at the cost of the bidder to the user department within two (2) months of award of this tender.

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



PRE – QUALIFICATIONS:

1. The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents. Bidders who are not registered with PSIRA will be non-responsive.
2. Bidders to provide proof of company firearm registration certificates (minimum 9m and shotgun) to be used for the project.

A. ACCREDITATION

All security officers deployed at all sites in Stellenbosch WC024 must at all times be in their full branded uniform. All security officers including site manager and site supervisor deployed at all sites in Stellenbosch WC024 site for the duration of the contract must submit proof of Valid PSIRA Registration and Valid Firearm Competency Certificates including security vetting (Must submit copies annually to the relevant department). Any deviation from accreditation requirements will be considered a breach of contract and can be terminated by Stellenbosch Municipality.

1. Security Personnel, tools, and equipment.

The following are minimum requirement for each site owned by the Municipality. Bidders must indicate if they can comply with the requirements set out in **the various subsections** by indicating what staff and equipment, they currently own or have available for this bid. The minimum requirements continue in sections as set out in the Scope of Works. The bidder will be considered non-responsive should the bidder not comply with all the requirements as set out in this part of the document: AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029.

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



B. SECURITY

1. Personnel Required

Please indicate the number of personnel force available for this project within the company. Tables below are to ensure compliance and must be completed in full. If incomplete the bidder will be deemed non-responsive. Only bidders that have staff for all the categories and have all. Firearms and ammunition and all the Additional Security Equipment will be considered for this bid.

AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

1. Security Personnel Required									
		Day Shift				Night Shift			
		Minimum Requirement	Quantity	Yes	No	Minimum Requirement	Quantity	Yes	No
a	Site Manager	2				2			
b	Site Supervisor	2				2			
c	Grade A Accredited Security Officer	10				10			
d	Grade B Accredited Security Officer	10				10			
e	Grade C Accredited Security Officer	10				10			
f	Grade D Accredited Security Officer	10				10			
g	Grade E Accredited Security Officer	10				10			
h	Armed security	10				10			
i	Armed security with dog	10				10			

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



2. Firearms and ammunition

AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

Firearm Make	Numbers Required	Minimum Requirement	Compliance (Please indicate with X)	
			Yes	No
Handguns (9mm Pistols) with ammunition	1 x Handgun per security with a total of 45 ammunition rounds for a 9mm firearm	Per applicable security grade		
Shotguns with rubber and flash bang ammunition	1 x Shotgun per security with 50 rubber and 50 flash bangs ammunition rounds for a 12-bore shotgun	Per applicable security grade		

3. Additional Security Equipment required

AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

EQUIPMENT DESCRIPTION	Quantity	Compliance (Please indicate with X)	
		Yes	No
Portable two-way radios	14		
Rechargeable Torches	14		
Handcuffs with pouches	10		
Pepper spray with pouch	14		
Whistles	14		
Electronic Active Guard Patrol Monitoring System to cover all sites	14		
Occurrence Register per site	3		
Reflector Jackets	14		
Vehicle Disk & Registration Scanners per site	2		
Hand held metal detector scanner per site	2		
Bullet proof vests (Level IIIA) for all guards	14		
Search Lights	2		

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



C. SCOPE OF WORKS

The successful service provider will perform the following activities:

1. Will render services at the following high-risk areas or any other site deemed necessary should the need arise.

All Electrical infrastructure including Substation, Miniature Substations, Generators, Facilities, Plant and Equipment within the WC024 municipal boundaries.

NB: The municipality reserves the right to downscale or terminate any of the above-mentioned sites or any other site when deemed necessary.

2. Provide an effective 24-hour armed security guarding services including the protection and patrolling of the facility and assets on site with a minimum duration of 1(one) hour but not limited to 24hrs.
3. Provide covert operation support to ensure proactive approach in combating crime.
4. Day and night routine inspection of the boundary fence.
5. Conduct physical search of people entering and exit at all appointed sites.
6. Provide security checks at delivery main gates and to enforce declaration of vehicles content in line with the objectives of all line departments.

D. SPECIAL CONDITIONS (Tick relevant Yes or No)

Items	Yes	No
Tenderers must be able to service the entire scope of the required security service		
The successful service provider must provide transportation for the security officers to and from the site daily		
The prospective service provider must adhere to all the requirements of the Firearms Control Act, Act 60 of 2000		
Response team must be allocated a dedicated vehicle		
The prospective service provider must have a 24-hour control room that has a direct communication link with Stellenbosch Municipality control room via radio coms/ tel. within one (1) month of award.		

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



E. UNIFORMS

Uniform and Dress Standards may be covered in greater detail by Site Orders/Standard Operating Orders; however, it is expected from the Service Provider to supply neat and clearly uniform which will include matching raincoats and overcoats for rainy and cold conditions.

A clear identification card from PSIRA, with the members' photo and registering number must be worn clearly on the official at all times when on duty.

See "Penalties" for non-performance with regards to a minimum standard uniform and equipment required.

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



F. SPECIFIC REQUIREMENT FOR SITE/AREA SECURITY

The Stellenbosch Municipality expects the Service Provider to provide a 24-hour service at sites identified with a 12-hour shift roster, but shifts can be limited to 1 hour as and when required.

The Service Provider should ensure relief staff, which should be included in the bid price.

1. Occurrence Book (OB)

Every Contractor is required to provide a robust OB (Occurrence Book), Vehicle Logbook and Visitors Control book for each site where watching/guarding services are provided, to the satisfaction of the Council.

2. Note book

Every Security Officer shall have a robust Note Book provided by the Contractor, with a pen in good working order to record details and incidents. The inside front cover of the Note Book must contain the name and personnel number of the Security Officer, the telephone numbers of the Contractor's control room, the name and telephone number of the Council's responsible official and any other emergency numbers (Council Security / Control Room, SA Police, and numbers required in terms of the Contractor's Safety Plan). The Note Book may be required to be used as evidence in disciplinary or criminal cases, or inquiries into incidents.

3. Radios

All radios must be in full working condition, fully charged and must be visible to the Council's site manager upon inspection. The bidder must, at their own costs, provide the control room of the Stellenbosch Municipality with a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure the equipment they provided has been removed from the Municipality's control room at their own costs.

G. SPECIFIC REQUIREMENTS FOR ARMED RESPONSE TO ALARMS

The provision and installation of alarm systems will not form part of this contract; however, it will be expected from security officials to attend and to communicate to their control room if alarms on any security site are activated.

H. COMMUNICATIONS WITH THE STELLENBOSCH MUNICIPALITY REGARDING RESPONSES TO INCIDENTS:

To make it possible for the Municipality's Law Enforcement Service officials to correct anomalies as quickly as possible, it is a requirement of this contract that the contractor provide rapid feedback when required and in writing to the responsible person for Law Enforcement Service and Stellenbosch Municipality Law Enforcement control room.

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



I. TERMS OF REFERENCE

1. Special services requirement for site/area security and mobile patrols

Services of trained security personnel shall include the following and perform the following duties and auxiliary support services as required by Stellenbosch Municipality to secure specific sites within the abovementioned. The security services shall be provided on the property of Stellenbosch Municipality and shall in general entail the following:

- 1.1 Patrolling of premises.
- 1.2 Access control.
- 1.3 Personnel and members of the public escorted where required.
- 1.4 Asset monitoring.
- 1.5 Protection of municipal property from theft and damage.
- 1.6 General crime prevention on and in the near vicinity of municipal property.
- 1.7 Control room link to site patrols with incident response capability within defined protocols.
- 1.8 Incident Reports.
- 1.9 As required vehicle patrols for crime prevention per appointed site.

The specific duties of armed security personnel in respect of the premises shall be as described in the Standing Operating Procedures (SOPs) of the Municipality. The SOPs will define the specific duties of all the bidder's personnel deployed to implement the contract. The SOPs will be compiled before the commencement of the security services contract. The SOPs may be amended from time to time.

2. LEGAL MANDATE

The successful bidder will be guided and bound by the following legislation.

- 2.1 Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4.
- 2.2 The Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51;
- 2.3 Section 13 of the Constitution regarding violations must be avoided.
- 2.4 The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- 2.5 Private Security Industry Regulation Act 56 of 2001.

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



- 2.6 Protection of Information Act 84 of 1982.
- 2.7 Trespass Act 6 of 1959.
- 2.8 Occupational Health and Safety Act 85 of 1993.
- 2.9 National Key Points Act 102 of 1980.

3. OTHER SERVICES WILL INCLUDE:

- 3.1 Control Room monitoring of communication from guards on patrol.
- 3.2 Responses to communication from guards on patrol regarding on site incidents, including responses involving other law enforcement agencies such as the South African Police Service.
- 3.3 Centralized incident record keeping.
- 3.4 Incident Response reporting to Stellenbosch Municipality.

4. PERSONNEL REQUIREMENTS IN TERMS OF SECURITY SERVICES

The scope of services shall include, without limitation, the following:

- 4.1 Day Shift on a 12-hour shift system as per tender requirements but can be limited to 1 (one) hour duration.
- 4.2 Night shift on a 12-hour shift system as per tender requirements but can be limited to 1 (one) hour duration.
- 4.3 The service provider must ensure that a supervisor is immediately available on a 24-hour basis to react in the event of emergencies.
- 4.4 All security staff shall be trained and knowledgeable about Stellenbosch Municipality requirements and procedures as described in all Sections of this Bid and in the specific SOPs as updated from time to time; this is the responsibility of the service provider.

5. SECURITY CLEARANCE OF BIDDERS

Prior to awarding this tender, Stellenbosch Municipality will verify with National Treasury database whether the bidder is listed on the List of Restricted Suppliers and Register for bid Defaulters. The successful bidder will be appointed only if all relevant security clearances are obtained.

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



6. TO BE SUPPLIED BY THE BIDDER:

- 6.1 Except where otherwise specified, the bidder shall provide all labour, transport, stationery, uniforms, radio communications or cell phone, torches, and any other equipment required for the rendering of the service included in the specification.
- 6.2 The bidder must provide a list of vehicles registered in the company's name and or vehicles hired for this project to be used to render a service to Stellenbosch Municipality. The vehicles must be available at any time for inspection by the Municipality before the contract is awarded as well as during the contract. Vehicle tracking devices should be fitted within the first month of the contract and should be operational for the duration of the bid.
- 6.3 Guarding devices should be issued within the first month of the contract at all municipal sites which was awarded to the Service Provider/s. See penalties section.
- 6.4 The successful bidder must install per site a live guard and vehicle monitoring system that will provide reports on the following:
- Report on and off duty
 - Fail to patrol
 - Leaving the area
 - Vehicle patrols
 - Daily, weekly, and monthly reports on the above, etc.
- 6.5 Software to be installed on 3 pc's (one will be at the Law Enforcement Control Room) other two PC's to be indicated by the user department. The cost on the live guarding and vehicle monitoring system should be part of the monthly rate. The Service Provider will be responsible for the monthly account of both the live guarding and vehicle monitoring system.
- 6.6 The bidder must provide guard house on site at the bidder's costs.
- 6.7 The bidder must provide own electricity points for charging equipment etc. The Municipality will not be responsible for providing electricity points or any cost incurred.
- 6.8 If no sanitation facilities are available at sites, the bidder must provide own sanitation facility at sites on their own costs and remove own sanitation facilities on their own costs when the contract ends. Successful bidder should have a contract in place with a registered sanitation company to maintain the sanitation facility regularly as prescribed in Health regulations.

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



7. PENALTIES

The successful bidder/s will sign a Service Level Agreement (SLA) after the contract has been awarded. This SLA will include penalties which will take effect for not adhering to contract conditions and loss of Stellenbosch Municipal property due to proven negligence. Under mentioned are a table which will indicate how penalties will be deducted from the service provider as per SLA for failing to adhere to the Stellenbosch Municipality requirements. Penalties will be implemented as from the first month of awarding of the tender.

- 7.1 Late posting per security officer (½ hour after schedule time) R2 000.00 per half an hour failure)
- 7.2 Failed posting per security officer, per failure R2500 per officer
- 7.3 Failure to patrol per patrol, R1000.00 per patrol.
- 7.4 Sleeping on duty per incident, R1500.00 per incident
- 7.5 Failed in wearing / displaying identification card per incident, R1000.00 per failure.
- 7.6 Failed in being equipped with any necessary security aids per incident, R1000.00 per failure.
- 7.7 Failed in adhering to dress code per incident, R1000.00 per failure.
- 7.8 Failed to report on and off duty in occurrence book per failure per site, R1000.00 per failure
- 7.9 Loss of Stellenbosch Municipal Property – Market value of lost property.
- 7.10 Serious short posting which could lead to suspension of service due to circumstances, R2500.00
- 7.11 Failure of site inspection by supervisor per failure, R2500.00 per failure
- 7.12 Failure to report on and off duty by the officer per site per day at the Law Enforcement Control room, R1000.00
- 7.13 Fail to communicate to Law Enforcement Control Room a situational report via two-way radio or cell phone every two hours per shift and per site, R500.00 per failure
- 7.14 Leaving the site without permission per officer, R1000.00 per failure
- 7.15 Failure to install a vehicle monitoring system within the 1st month of commencement of contract per month, R3000.00 per month.
- 7.16 False entries made in occurrence book per entry per site, R500.00 per site
- 7.17 Failed to conduct/record patrols or inspections on sites every hour, R1500.00 per failure
- 7.18 Deface/Alter/Remove occurrence book or any documentation from sites without permission per site, R1000.00 per site
- 7.19 Failure to install a live guarding monitoring system within the 1st month of commencement of contract per month, R3000.00 per month

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



- 7.20 Failure of the bidder to provide and install a two-way radio at the Stellenbosch Municipal control room within the first month of the contract, a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure their equipment they provided has been removed from the Municipality's control room at their own costs, R5 000.00 per month.

8 BIDDER / SECURITY COMPANY

- 8.1 The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents. **Bidders who are not registered with PSIRA bids will be non-responsive.**
- 8.2 The bidder's premises must be zoned for business and be open for inspection by the Municipality of Stellenbosch before the award of the contract, as well as at any other time during the contract period as may be decided by the Stellenbosch Municipality.
- 8.3 Administrative staff must also be available to attend to queries within eight (8) hours.
- 8.4 The bidder should provide a certified copy of its registration document with the Registrar of Companies (form CK2).
- 8.5 All security officers provided with firearms must be in possession of a firearm competency certificate.
- 8.6 Meetings between the management of the service providers and the representatives from Stellenbosch Municipality must be scheduled once a month, with the purpose to have formal discussions. The Municipality will ensure that minutes are kept.
- 8.7 The Service Provider must create a direct communication line to the service provider control room for the municipality.
- 8.8 The service provider must ensure that all security officers are screen by the South African Police Services at the cost of the Service Provider and produce proof of all the screenings to the municipality.
- 8.9 It will be expected from the service provider to commence with duty after appointment and signing of the service level agreement.
- 8.10 The Service Provider must keep files of all the security officials appointed at the premises of the bidder in the area of jurisdiction of the contract, by reason when the need arises that information is available on request from the Municipality.
- 8.11 Before commencements of rendering a service by the service provider the Municipality will provide the service provider with a standard operating procedure in terms of operational requirements for each site.

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



9 SECURITY OFFICERS

The bidder must ensure that all Security officers are qualified to a level of Grade A except for supervisors. The bidder must ensure that no security officers employed are younger than 18 years. All security officers must be registered with PSIRA, and proof of registration must be made available on request. All Security Officers must be able to communicate in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and Xhosa). The bidder must ensure that all security officers which are employed have not being guilty of any criminal offence. Proof thereof must be submitted at the cost of the bidder to the user department within two (2) months of award of this tender.

10 GENERAL CONDITIONS

- a) The contract will be awarded to 30 June 2029.

NB: Stellenbosch Municipality retains the Right to Change (i.e. Increase or Decrease) the number of guards from time to time

11 PUBLIC LIABILITY INSURANCE

NB: Should the bidder be successful, proof of his Public Liability Insurance of at least R20 000 000 must immediately be submitted and or can accompany his/her returned tender documents which should also include damage or loss of municipal property.

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



16. 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			



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

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



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

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

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

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. 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			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. 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: 114/26**
- 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:		



21. PRICING SCHEDULE

NOTE:

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

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

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

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

Please note the following:

1. Stellenbosch Municipality reserves the right to 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: ELECTRICAL LABOUR TENDER FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

ITEM NO	CABLE WORKS	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
1.	Trenching, Backfilling & Compacting 0.5 m wide x 0.75 m deep	Per Meter	Per Meter	Per Meter
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rocks	R.....	R.....	R.....
g.	Streets & sidewalks	R.....	R.....	R.....
2.	Trenching, Backfilling & Compacting 0.5 m wide x 1.2 m deep	Per Meter	Per Meter	Per Meter
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rocks	R.....	R.....	R.....
g.	Streets & sidewalks	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	CABLE WORKS	Price (Including Vat) 2026/2027 Per Meter	Price (Including Vat) 2027/2028 Per Meter	Price (Including Vat) 2028/2029 Per Meter
3.	Trenching, Backfilling & Compacting 0.5 m wide x 0.5 m deep			
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rocks	R.....	R.....	R.....
g.	Streets & sidewalks	R.....	R.....	R.....
4.	Trenching, Backfilling & Compacting 1.4 m wide x 1.2 m deep	Per Meter	Per Meter	Per Meter
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rocks	R.....	R.....	R.....
g.	Streets & sidewalks	R.....	R.....	R.....
5.	Placing of cable warning tape per meter	N/C (No charge)	N/C (No charge)	N/C (No charge)
6.	Laying of low voltage conductor per meter, Copper & Aluminium; (SWA)	Per Meter	Per Meter	Per Meter

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NAME OF FIRM			



ITEM NO	CABLE WORKS	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	16mm ² 2 core to 70mm ² 4 core	R.....	R.....	R.....
b.	95mm ² 4 core to 240mm ² 4 core	R.....	R.....	R.....
7.	Laying of high voltage conductor per meter (11kV DSTA)			
a.	16mm ² to 35mm ²	R.....	R.....	R.....
b.	50mm ² to 95mm ²	R.....	R.....	R.....
c.	120mm ² to 240mm ²	R.....	R.....	R.....
8.	Erect Aerial Bundle Conductor and saferdac	Per Meter	Per Meter	Per Meter
a.	35mm ²	R.....	R.....	R.....
b.	70mm ²	R.....	R.....	R.....
c.	95mm ²	R.....	R.....	R.....
d.	2 x 25mm	R.....	R.....	R.....
e.	Saferdac	R.....	R.....	R.....
9.	Laying of PVC pipe ducts	Per Meter	Per Meter	Per Meter
a.	110mm to 160mm	R.....	R.....	R.....
b.	32mm to 50mm (for optic fiber)	R.....	R.....	R.....
10.	Concrete footing for transformers	Per Cubic M	Per Cubic M	Per Cubic M
a.	Concrete per cubic meter (25Mpa)	R.....	R.....	R.....
11.	Installation of Mini-sub on concrete footing	Per Unit	Per Unit	Per Unit

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ITEM NO	CABLE WORKS	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	315kVA	R.....	R.....	R.....
b.	400kVA	R.....	R.....	R.....
c.	500kVA	R.....	R.....	R.....
d.	630kVA	R.....	R.....	R.....
e.	800kVA	R.....	R.....	R.....
f.	1000kVA	R.....	R.....	R.....
g.	1600kVA	R.....	R.....	R.....
12.	Installation of minisub plinth (315 to 1600kVA)	Per Unit	Per Unit	Per Unit
a.	315kVA – 1600kVA	R.....	R.....	R.....
13.	Installation of mini sub earth mat	Per Unit	Per Unit	Per Unit
a.	Mini sub earth mat	R.....	R.....	R.....
14.	Testing of earth mat	Per Unit	Per Unit	Per Unit
a.	Testing of earth mat	R.....	R.....	R.....
15.	Digging depth and pole planting	Per Unit	Per Unit	Per Unit
a.	Glass Fiber 4,5m (0.6m deep)	R.....	R.....	R.....
b.	Glass Fiber 11m to 14m (1.5m to 2m deep)	R.....	R.....	R.....
c.	Concrete 4.5m to 5.7m(0.8m to 1.2m deep)	R.....	R.....	R.....
d.	Concrete 7.2m to 9m (1.7m deep)	R.....	R.....	R.....

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ITEM NO	CABLE WORKS	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
e.	Wood 8m to 11m (1.4m to 1.8m deep)	R.....	R.....	R.....
f.	Steel 4.5 m to 5.7(0.6m to 0.7m)	R.....	R.....	R.....
g.	Steel 7.3m to 9m (1.2m to 1.3m)	R.....	R.....	R.....
h.	Steel 14m (2m deep)	R.....	R.....	R.....
i.	11m Steel pole	R.....	R.....	R.....

16.	Transport/hour Truck & Crane plus Driver/Operator for general LV/MV network with min 6m reach	Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	16 Ton with 27 t/m crane with 9m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	8 Ton with 19 t/m crane with 7m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	5 Ton with 13 t/m crane with 7m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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17. Transport/hour Truck plus Driver										
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	7 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	5 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	3 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
d.	LDV	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....
Only on-site cost (Traveling kilometers/hours from base to work area excluded)										

18. Transport/hour Cherry picker & Operator for general LV/MV network										
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	9m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	12m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	14m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
d.	18m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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19.	General Worker: Unskilled labour									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime: Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	General Worker	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

20.	Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	Qualified artisan electrician to be able to issue certificate of compliance: Three phase wireman's license. Trade test certificate	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	Semi-skilled Artisans: 3 years' experience in the	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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20.	Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
	electrical network without a trade test certificate									
c.	Welder: Qualified welder in welding trade test	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
d.	Flag man: valid certificate in road safety awareness, 2 years' experience in traffic control	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
e.	Artisan electricians: LV and MV experience (2 years) trade test certificate	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
f.	Senior Artisan with MV and HV experience valid	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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20.	Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
	(OHRVS) as a responsible person 3 years' experience: Trade test									
g.	Supervisor: Qualified artisan with supervision experience	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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21.	Kiosks: Skilled Labour	Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	Electrician – Qualified with installation of kiosk 6,9 & 12 way	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	Electrician – Qualified with installation of strong box 6,9 ,12 & 24 way	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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22.	Skilled Labour: Re-instatement: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender.									
		Per hour: Prices Including Vat			Normal Overtime Per hour: labour Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
		7	8							
a.	Skilled Labour-Qualified with re-instatement of street & sidewalks, driveways (paving)	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	Skilled Labour-Qualified with re-instatement of street & sidewalk, driveways (Tar) not road surface	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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23.	Supervisor to supervise general workers during excavation									
		Per hour: Prices Including Vat			Per hour: Normal Overtime Per hour: labour Prices Including Vat			Per hour: Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	Supervisor to supervise general workers during excavation	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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24.	Maintenance of kiosks (testing, replacement of MCB's, cleaning and painting etc)	Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	Testing of kiosks	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	Replacement of MCB's	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	Cleaning and Painting	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

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25.	Directional drilling or Thrust boring including 110mm sleeves	Per Meter		
		2026/2027	2027/2028	2028/2029
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (stones sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (stones sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rock	R.....	R.....	R.....

26.	Directional drilling or Thrust boring including 160mm sleeves	Per Meter		
		2026/2027	2027/2028	2028/2029
a.	Sand	R.....	R.....	R.....
b.	Clay	R.....	R.....	R.....
c.	Soft soil	R.....	R.....	R.....
d.	Medium soil (stones sizes of up to 100mm)	R.....	R.....	R.....
e.	Hard soil (stones sizes of up to 600mm)	R.....	R.....	R.....
f.	Solid rock	R.....	R.....	R.....

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27.	Installation of pole protection units	Per Unit		
		2026/2027	2027/2028	2028/2029
a.	Installation of pole protection units	R.....	R.....	R.....

28.	Once off-site establishment	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
		R.....	R.....	R.....

29.	Cable jointing: MV (Copper & Aluminium) – Labour only (proof of experience of the jointer(s) to be submitted with the tender document)	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	35mm ² - 70mm ²	R.....	R.....	R.....
b.	95mm ² - 120mm ²	R.....	R.....	R.....
c.	150mm ² - 185mm ²	R.....	R.....	R.....
30.	Cable Termination: MV (Copper & Aluminium) – Labour only (proof of experience to be submitted with the tender document)	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	35mm ² - 70mm ²	R.....	R.....	R.....
b.	95mm ² - 120mm ²	R.....	R.....	R.....
c.	150mm ² - 185mm ²	R.....	R.....	R.....

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31.	Cable jointing: LV (Copper & Aluminium) – Labour only	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	10mm ² - 16mm ²	R.....	R.....	R.....
b.	35mm ² - 70mm ²	R.....	R.....	R.....
c.	95mm ² - 120mm ²	R.....	R.....	R.....
d.	150mm ² - 185mm ²	R.....	R.....	R.....
32.	Cable Termination: LV (Copper & Aluminium) – Labour only	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	10mm ² - 16mm ²	R.....	R.....	R.....
b.	35mm ² - 70mm ²	R.....	R.....	R.....
c.	95mm ² - 120mm ²	R.....	R.....	R.....
d.	150mm ² - 185mm ²	R.....	R.....	R.....

33.	Laying of earthing (copper conductor)	Price (Including Vat) 2026/2027	Price (Including Vat) 2027/2028	Price (Including Vat) 2028/2029
a.	10mm ² - 16mm ²	R.....	R.....	R.....
b.	35mm ² - 95mm ²	R.....	R.....	R.....
		Price	Price	Price

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34.	Installation of equipment	(Including Vat) 2026/2027	(Including Vat) 2027/2028	(Including Vat) 2028/2029
a.	Installation of earth spike	R.....	R.....	R.....
b.	Fix galvanized steel kicker pipe to wood pole	R.....	R.....	R.....
c.	Install pole stay and stay wire	R.....	R.....	R.....
d.	Install strut pole	R.....	R.....	R.....
e.	Install suspension clamps	R.....	R.....	R.....
f.	Install strain clamps	R.....	R.....	R.....
g.	Install wedge clamps	R.....	R.....	R.....
h.	Install pigtail hooks	R.....	R.....	R.....
i.	Install insulated piercing connectors (IPC's)	R.....	R.....	R.....
j.	Install, connect and label consumer pole mounted box	R.....	R.....	R.....
k.	Install, connect and label mb's in consumer pole mounted box	R.....	R.....	R.....
l.	Install, connect and label pre-payment meter in consumer pole mounted box	R.....	R.....	R.....
m.	Install, connect and label ready board	R.....	R.....	R.....
n.	Supply COC's for ready board	R.....	R.....	R.....
o.	Install and connect SPB1 streetlight control box	R.....	R.....	R.....
p.	Install streetlight outreach arm	R.....	R.....	R.....
q.	Install and connect streetlight luminaire	R.....	R.....	R.....
r.	Install and connect photocell	R.....	R.....	R.....

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35.	Provision of generator on trailer	Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday / Public Holiday Overtime Per hour: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	60 kVA	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	100 kVA	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	200 kVA	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
d.	500 kVA	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
e.	1000 kVA	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
SUBTOTAL (EXCLUDING VAT)					R.....		R.....		R.....	
15% VAT					R.....		R.....		R.....	
TOTAL PRICE (INCLUDING VAT)					R.....		R.....		R.....	

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KEY PERSONNEL:

1 x Qualified artisan electrician to be able to issue certificate of compliance: Three phase wireman's license. Trade test certificate

4 x Semi-skilled Artisans: 3 years' experience in the electrical network without a trade test certificate

3 x Drivers: Code 8

2 x Drivers: Code 10 with PDP

2 x Welder: Qualified welder in welding trade test

15 x General Workers: Unskilled labour

2 x Flag man: valid certificate in road safety awareness, 2 years' experience in traffic control

4 x Artisan electricians: LV and MV experience (2 years) trade test certificate

1 x Senior Artisan with MV and HV experience valid (OHRVS) as a responsible person 3 years' experience: Trade test

2 x Supervisor: Qualified artisan with supervision experience

2 x Jointer: Jointing certificate for MV joints, 3 years' experience

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ANNEXURE A: ELECTRICAL LABOUR TENDER FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

STAFF		
QUANTITY	DESCRIPTION	CAPACITY / DESIGNATION
4	Artisan electricians	
1	Qualified artisan electrician to be able to issue certificate of compliance	
4	Semi-skilled Artisans	
1	Artisan with MV and HV experience valid (OHRVS) as a responsible person (modules 1-10) 2 years' experience	
3	Drivers Code 8	
2	Supervisor, qualified artisan with supervision experience	
2	Drivers Code 10	
2	Welder	
15	Labourers	

PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
2	Single Cab LDV			
2	Double Cab LDV			
1	Personnel Carrier 9-seater			
1	Commercial Drop side 3 500 kg			
1	Crane Truck with 7 Ton per metre (T/M) Crane			
2	Crane Truck with 12 T/M Crane			
1	Crane Truck with 15 T/M Crane			
2	Crane Truck with 17 T/M Crane			
1	Crane Truck with 52 T/M Crane			
1	Low bed truck able to carry load of 60ton			

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NAME OF FIRM			



PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
1	Combi Crane 8 T/m & Aerial Platform 13m			
1	Truck Mounted Aerial Platform 10 meter (m)			
1	Truck Mounted Aerial Platform 13 m			
1	Truck Mounted Aerial Platform 15 m			
1	Truck Mounted Aerial Platform 19 m			
1	Truck Mounted Aerial Platform 25 m			
1	Cable Drum Type Skip Loader Truck			
1	HHH Auger Drill			
1	HTD Pneumatic Drill			
1	Horse with Trailer 13 MT			
1	Side Tipper Truck 30 Cube			
1	Sloper Trailer Truck 25 Cube			
1	Min Excavation			
1	TLB			
1	Tractor			
2	Trailers Single Axle <750 kg			
1	Trailers Single Axle <1 600 kg			
2	Trailers Double Axle < 2500 kg			
1	Cable Trailer 1 Ton			
1	Cable Trailer 6 Ton			
1	Cable Trailer 10 Ton			
1	Trailer Double Acl <6 000 kg			
1	25 bar truck mounted compressor (4x4)			
1	200kVA Generator Towable			

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NAME OF FIRM			



PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
1	500kVA Generator Towable			
1	1000kVA Generator Towable			
1	400 AMP Welder / Towable			
1	1000 L Diesel Bowser Towable			
1	5000 L Water Bowser Towable			
1	4 Ton Forklift			
1	5 Ton Forklift			
1	185 CFM / Towable compressor			
1	250 CFM / Towable compressor			
1	25 bar truck mounted compressor (4x4)			
1	Arc Welder Tonco			
1	Asphalt Cutter			
20	Bundle Rollers - ST/Al			
4	Cable Jack Sets			
50	Cable Rollers			
3	Crimping Tools Various Al/Cu			
2	Containers			
5	Tensioner: 7,5 ton			
5	Puller: 7,5 ton			
1	Wacker			
4	Headboard Triple			
20	Rollers 800m/m single			
20	Rollers 800m/m double			
100	Various Small Tools (sets)			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
8	Pole Climbing Shoes and Ladders			
8	Ratchets and come-alongs (,75 to 3T)			
1	Bicco test Set 40kV Pressure Tester			
1	Bauer Test Set 40kV Pressure Tester			
1	Cable Detection Instr including Scope			
2	Dynamo meter (Various sizes)			
1	Catu Prox 11-33kV tester (VLF)			
1	Fibre Splicer Machine			
1	Fibre Test Equipment			
10	Small Instruments			
10	Man on work sign			
30	PVC road cones			
10	Fire Extinguishers and blankets			
1	Heavy duty crimper			
4	Cable sock steel			
2	Cable cutting tool			
1	Cutting tool			
16	Water pump pliers			
2	Generator			
2	HV insulation tester			
1	Dinamometro dynamometer			
1	Analogue earth tester			
8	High voltage detector			
1	Earth resistance tester			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
12	Digital multi meters			
12	Crimper tool			
2	Battery Crimping			
12	LV Crimper			
12	Heavy duty crimper			
12	High voltage detector			
4	Working earth kit			
8	FAS kits			
20	Climbing helmets			
18	Pick			
2	Aluminium crimper			
18	Shovel			
5	Control earth kit			
1	Tar cutter			
2	Rammers			
1	Hydraulic conductor / LV Hydraulic crimper			
1	Heavy duty cable winch			
6	Extension ladder 6-12m fibre glass			
6	Extension ladders 4-8m fibre glass			
4	Oil spill kit			
8	Silicone gun			
1	Stilson			
12	Wire Clamp Plier			
2	Heavy duty countertop vice			

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PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
12	Spirit level			
10	Regulating Eye (Claw)			
1	Snatch block 500kg			
1	Snatch block 1000kg			
4	Pulley Wheel 250kg			
2	Pulling eye cable rope puller			
8	Dee shackle 1500kg			
8	Dee shackle 2000kg			
8	Dee shackle 3750 kg			
4	Dee shackle 4750kg			
4	Digital clamp meter			
1	Infrared thermometer			
1	Polarity tester			
1	Force test gauge			
1	Compliance kit in case			
1	Loop tester			
4	Digital lux tester			
4	Digital range finder			
8	Non contact voltage tester			
8	LV tool kits/gloves			
4	Chain slings			
4	Canvas slings			
1	Lever Hoist 1500kg			
4	Cordless drill			

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PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
2	Industrial drill			
4	SDS drill			
1	Countertop rotary drill			
2	Wheelbarrow			
2	Measuring wheel			
2	Petrol Auger			
2	Compactor			
1	Mini excavator			
2	Jack hammer			
2	Pole auger			
2	Heavy duty cable winch			
5	Come along's			
2	Kittos			
20	Scaffolding frames & scaffolding boards			
4	Wrench 27"			
4	Wrench 26"			
4	Wrench 23"			
4	Wrench 15"			
4	Wrench 21"			
4	Wrench 25"			
4	Wrench 28"			
12	Wrench 7"			
4	Wrench 17"			
4	Wrench 10"			

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PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
4	Wrench 26"			
4	Wrench 34"			
12	Wrench insulated 14"			
12	Wrench insulated 16"			
12	Measuring tape 5m			
5	Orange shark barricade netting			
20	Safety vests			
2	Drill chuck			
12	Drill bit steel 10mm			
12	Drill bit steel 12mm			
2	Pallet jack			
4	Extension ladder 14 foot			
4	Extension ladder 12 foot			
4	Extension ladder 10 foot			
12	Drill bit steel 10mm			
4	Extension ladder 8 foot			
4	Extension ladder 6 foot			
4	Extension ladder 4 foot			
18	Plug socket			
12	Pliers longnose			
12	Plastic pliers			
12	Socket screwdriver 10mm			
12	Socket screwdriver 14mm			
12	Socket screwdriver 13mm			

SIGNATURE		NAME (PRINT)	
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PLANT TYPE / TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
12	Socket 30mm			
12	Socket 22mm			
12	Socket 19mm			
12	Socket screwdriver			
12	117pc toolkit			
2	Engraver			
2	Glue gun			
2	Pole drill hand			
12	Vice grip spanner			
12	Wrench insulated 17"			
4	Snatch block 250kg			
4	Socket 30mm			
4	Socket 22mm			
12	Socket 19mm			
1	Petrol drill			
2	110mm angle grinder			
2	230mm angle grinder			
1	Countertop cut off angle grinder			
8	Digital clamp tester Trimble GEO XM			
12	Ratchet			
5	Link stick			
2	Stamper			
4	Bolt cutter			
12	Rubber mats			

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PRICING SCHEDULE: AD HOC PROVISION OF A PRIVATE ARMED SECURITY SERVICE FOR THE SAFEGUARDING OF INFRASTRUCTURE WHILE UNDER CONSTRUCTION IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2029

1. Transport plus driver										
		Per km: Prices Including Vat			Normal Overtime Per km: Prices Including Vat			Sunday / Public Holiday Overtime Per km: Prices Including Vat		
		2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029	2026/2027	2027/2028	2028/2029
a.	LDV	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b.	Sedan	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c.	15 Seater	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
Only on-site cost (Traveling kilometers/hours from base to work area excluded)										

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



22. 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	