



BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 56/21
NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH.**

TENDER NUMBER: **BSM 56/21**
DESCRIPTION: **NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH.**
CLOSING DATE: **16 August 2021**
CLOSING TIME: Bids will be opened in the **Council chambers or SCM boardroom** at 12h00 **Due to the COVID 19 restriction, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.**
CIDB : The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (As Amended)- at 23 May 2019-. **Class of Construction Works: minimum of 2 GB or higher.**
INFORMATION:
Tender Specifications: Nazeema Mohammed; 021 808 8235; email: Nazeema.Mohammed@ Stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp; 021 808 8519; email: gerald.kraukamp@ Stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **28 July 2021** at 10:00 at the entrance of the Jamestown Cemetery at Jamestown. Due to Covid 19 restrictions a limited number of bidders may attend the compulsory meeting and it is therefore requested that only one representative per company attend. A notice of intention must be submitted by email to Nazeema.Mohammed@ Stellenbosch.gov.za by **26 July 2021** before 10:00 to enable the department to determine if more than one meeting must be scheduled. If more than one meeting is scheduled, a time will be allocated to the tenderers and a tenderer can only attend on the allocated time. Only bidders registered will be allowed to attend the compulsory meeting. No walk in attendance will be permitted. Tenderers who fail to attend the compulsory session will be regarded as non-compliant. Bidders must wear masks, bring their own pen and maintain the prescribe distance between them.

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at **12:00 on 14 July 2021**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document**

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with "**BSM 56/21 NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH,**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, 17 Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification, local content as depicted in the document and also the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.

The preferential points system applied is as follows:

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

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

1. This Tender is subject to the Standard Conditions of Tender 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 office of the SCM unit, Stellenbosch Municipality 1st floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R282.00 per document.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER KENNISGEWING
STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER : B/SM 56/21
NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN BEGRAAFPLAAS.

TENDER NOMMER: **B/SM 56/21**
BESKRYWING: **NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN**

BEGRAAFPLAAS.

SLUITINGSdatum: **16 Augustus 2021**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Komitee kamer. **As gevolg van die COVID-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie, maar die opening register sal onmiddellik daarna op die munisipale webwerf geplaas word.**

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n geskatte KIOR **kontrakteurgradering** van ten minste **2 GB of hoër hê**

NAVRAE:

Tender spesifikasies: Nazeema Mohammed; 021 808 8235: email: Nazeema.Mohammed@stellenbosch.gov.za

Vkb vereistes: Gerald Kraukamp; 021 808 8519: epos: gerald.kraukamp@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

n Verpligte toeligtingsvergadering sal op **28 Julie 2021** om 10:00 by die ingang van die Jamestown begraafplaas Jamestown. Weens die beperking van Covid -19 mag n beperkte aantal tendersaars die verpligte vergadering bywoon en daarom word versoek dat slegs een verteenwoordiger per maatskappy die vergadering bywoon. n Kennisgewing van voornemde tendersaars moet teen **26 Julie 2021** voor **10:00** per e-pos ingedien word na Nazeema.Mohammed@stellenbosch.gov.za om die departement in staat te stel om te bepaal of meer as een vergadering geskeduleer moet word. As daar meer as een vergadering geskeduleer is, sal 'n tyd aan die tenderaar toegeken word en die tenderaar kan slegs die vergadering op daardie betrokke tyd bywoon. Slegs geregistreerde tendersaars mag die verpligte vergadering bywoon. Geen instap sal toegelaat word nie. Tendersaars wat nie die verpligte inligtingssessie bywoon, sal gediskwalifiseer word.. Tendersaars moet maskers dra, hul eie pen saambring en die voorgeskrewe afstand tussen mekaar handhaaf.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12:00 op 14 Julie 2021**, soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereiste in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is.**

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: **“BSM 56/21: NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN BEGRAAFPLAAS,”** op die koevert, moet geplaas word in die Tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis kompleks, 17Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer in terme van Algemene Kontrakvoorwaardes, die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit relevante spesifikasies, plaaslike inhoud en die Voorkeurverkrygings Regulasies, 2017 en soos op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is. Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

Tenders is onderhewig aan die

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. 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 verseëde 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 Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R282.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 56/21

NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH.

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of Contingency and VAT) (refer to page 92):	
BBBEE LEVEL	

JULY 2021

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Nazeema Mohammed
Manager: Parks & Cemeteries
Tel. Number: 021 808 8235



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER : B/SM 56/21 NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN BEGRAAFPLAAS.

TENDER NOMMER:	B/SM 56/21
BESKRYWING:	NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN
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SLUITINGSDATUM:	16 Augustus 2021
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NAVRAE:	
Tender spesifikasies:	Nazeema Mohammed; 021 808 8235: email: Nazeema.Mohammed@stellenbosch.gov.za
Vkb vereistes:	Gerald Kraukamp; 021 808 8519: epos: gerald.kraukamp@stellenbosch.gov.za
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Verseëde tenders duidelik gemerk: **“BSM 56/21: NUWE TOEVOEGINGS EN HERSTELWERK AAN DIE BESTAANDE GEBOU IN DIE JAMESTOWN BEGRAAFPLAAS,”** op die koevert, moet geplaas word in die Tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis kompleks, 17Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	<u>20</u>
Totale punte	100

Tenders is onderhewig aan die

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
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3. Tenderaars 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, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R282.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 56/21	CLOSING DATE:	16 AUGUST 2021	CLOSING TIME:	12H00
DESCRIPTION	NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH				
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 17 PLEIN STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Nazeema Mohammed	
CONTACT PERSON	Gerald Kraukamp		TELEPHONE NUMBER	021 808 8235	
TELEPHONE NUMBER	021 808 8519		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Nazeema.Mohammed@stellenbosch.gov.za	
E-MAIL ADDRESS	gerald.kraukamp@stellenbosch.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

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

DATE:

.....



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is an CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or a sworn Affidavit attached?	Yes		No	
MBD 6.2 (Local Content) - Is the form duly completed and signed?	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?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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



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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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



F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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



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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.



F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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



F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of



tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.



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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

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.

- 4) (a)(i) 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.

- 4) (a)(ii) 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:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (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.

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

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

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:



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

- 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 contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 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.
-



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

7. Negotiations for a fair market related price

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

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 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD) and the Stellenbosch Municipality's Supplier Database (SMSD).

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.

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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



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



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

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



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/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, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.2 Points for this bid shall be awarded for:

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

1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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

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

2.2 “**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;

2.3 “**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;

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)



- 2.5 “**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;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**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;
- 2.10 “**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. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



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 contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- 9.4.5 forward the matter for criminal prosecution

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



10. MBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Products for local production	Components/Materials	BOQ Item Reference	Threshold
Steel Products and Components for Construction	Roof and Cladding Chroma deck sheeting	B7.4 Fit new IBR chromadeck sheeting complete with cutting, screws	100%
Steel Products and Components for Construction	Door frames, Window frames	B8.1 "White epoxy Aluminium windows to include glazing and ironmongery and sealing. All glazing should be in accordance with NBR for safety glazing requirements incl. glazing, silicon external and internal"	100%
Steel Products and Components for Construction	Door frames, Window frames	B10.1 "Type D1; 1800mm (w) Epoxy coated aluminium external door as per door schedule complete with frame and ironmongery"	100%
Plastic Pipes and fittings	Plumbing and fittings	B13.1 Supply, fit and connect all plumbing, pipework, vent pipes and all fittings for water and sanitation in accordance with the drawings for :	100%

**Please submit also letters of exemption from dti if local content is not 100%.
Please ensure that you put all the items on Annexure C on which you make an offer.**

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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



**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO. B/SM 56/21 NEW ADDITIONS AND REPAIRS TO THE EXISTING BUILDING AT THE JAMESTOWN CEMETERY, STELLENBOSCH

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product



contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • **ANNEXURE C** • MUNISIPALITEIT

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.				
(C2) Tender Description				
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
(C7) Specified local content %				

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
B8.1 and B10.1	Door frames, Window frames						
B13.1	Plumbing and fittings						
B7.2 and B7.4	Roof and Cladding Chroma deck sheeting						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.				
(D2)	Tender Description				
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above

Summary of Payments
Local value of payments
(D51)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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



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

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

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



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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.



- 5.2. 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.

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.

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



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy (ies) of ID document(s) and MUNICIPAL ACCOUNTS of the directors indicated in MBD4

(If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.)

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

SPECIFICATIONS/TERMS OF REFERENCE	
Tender Name:	New additions and repairs to the existing Building at the Jamestown Cemetery, Stellenbosch.
Enquiries about this RFT should be directed to the Official:	
Name:	Ms. Nazeema Mohammed / Dione Swartz
Telephone:	021 808 8235

1. INTRODUCTION

The Department: Community Services at the Stellenbosch Municipality is in the process to construct a new building for an office, visitors room and toilets. Part of this project will be the upgrading of the existing offices and storages.

The department needs the services of a qualified Contractor with the following CIDB class of construction works that will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the **Construction Industry Development Regulations**, 2008. Class of Construction Works: 2 **GB or higher**.

The building plans for this additions and alterations has been submitted and approved at the Building Department of the Stellenbosch Municipality.

2. BACKGROUND

The existing building at the Jamestown Cemetery has not been upgraded for the last 10 years and it accommodates the officials that work at the grounds. This building is mainly use for the staff recreation and storage.

The Department Community Services received endless complaints over the years from visitors and the congregation of churches that attend funerals to have these ablution facilities.

3. EMPLOYER'S OBJECTIVES

A service provider will be employed by Stellenbosch Municipality, Department: Community Services for the supply and labour to complete the additions and the upgrading. It will be a very important requirement for the service provider to meet the minimum requirement to ensure the Municipality meets their obligations toward service delivery.



4. SITE FACILITIES

The site is located within the boundaries of the existing Jamestown Cemetery

No offices or storage facilities are available on site for the use of the contractor. An area on site may be made available to the contractor for the erection of a plant/material holding area.

5. SERVICES

It is recommended that the contractor makes provision to connect the existing toilets for water and the existing toilet can be used.

6. STAFF HOUSING

Staff may not be housed on the sites. The contractor must transport staff to and from the sites on a daily basis.

7. SITE MAINTENANCE

During the progress of the works and upon completion thereof, the site of the works shall be kept in a clean and orderly condition. The contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Project Manager shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

8. LABOUR, PLANT, MATERIALS AND EQUIPMENT

Only competent personnel that have been adequately trained by the contractor shall execute the works.

All tools, equipment and materials required for the works shall be provided by the contractor at his own cost.

Equipment and tools used to carry out the works shall be SABS approved of high quality, in working order and comply with the specifications.

All building work, plant, tools and equipment shall comply and be carried out with the requirements as stipulated in the National Building Regulation SANS 10400, the applicable clauses of the SANS Standard Specifications and in the project specification. The project specification for building work PD is attached to the specification. The contractor shall ensure compliance with these specifications and if requested by the employer, shall prove compliance at his own cost.



9. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 84 of February 2014).

10. SCOPE OF WORK

CONSTRUCT OF TOILETS, OFFICE AND VISITORS ROOM (as per Bill of Quantities and Drawings)

DRAWINGS ISSUED WITH THIS DOCUMENT

The following approved drawings are applicable to the contract and are issued with this tender document in Annexure 2. All work to be done in accordance with the National Building Regulations and standards Act 103 of 1977.

DRAWING NUMBER	DESCRIPTION
1905 /A/ 01	Working drawing
1905 /A/ 02	Location, Plan and Drainage Section

Drawings, provided with the tender document. These drawings will form part of the Contract Documents.

The quantities in the Bill of Quantities are estimated quantities and the final quantities must be verified by the Contractor and Representative from the Municipality before the monthly certificate will be submitted.

The Contractor shall submit documentation of all the materials as specified in the Bill of Quantities or drawings to the Municipality prior to ordering or building into the works.

11. DESCRIPTION OF THE WORKS

- Excavations for foundations and surface bed layer works
- Casting concrete foundations
- Filling and Compaction
- Cast of concrete floor
- Construction of external and internal masonry walls of building
- Construction of roof structure including sheeting and ceilings
- Install aluminum windows
- Install doors
- Plaster all walls internal and external



- Supply and Installation of electrical services, including light fitting, plug points, switches and electrical distribution board to new building.
- Install plumbing and sanitary ware
- Cast 30mm screeding
- Nail down skirtings
- Fit ironmongery
- Lay tiles on floors and walls
- Construction of segmented paving

12. HANDING OVER THE SITE

The construction site shall be handed over to the Contractor but with the proviso that the Contractor progresses from a logical approved point in a systematic pattern of completion. If the manner of working is unacceptable to the Employer or his Agent they may instruct the Contractor as to the sequence he must follow to satisfy the above criteria.

The contractor shall take cognisance of the fact that the construction site is located within the existing Jamestown Cemetery Facility and shall ensure that the site is maintained to ensure minimum disruptions to the functioning of the existing operations and vehicular and pedestrian traffic.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Employer's Agent outside the site boundaries.

Construction method statements will be requested for various aspects of the Works from the Contractor during the construction of the building. Such method statements will be subject to the approval of the Project Manager prior to the Contractor proceeding with Works.

Once the structure is completed and inspected by a responsible or competent person a completion certificate should be submitted to Stellenbosch Municipality and a final inspection must be conducted by a Municipal Project Manager. The bidder that will be awarded the tender must provide the Municipality with a guarantee for all works executed for a period of 2 years.

13. SETTING OUT AND CONTROL

The Contractor is responsible for setting out the works as indicated on the drawings. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included in the tendered rates.



14. CONSTRUCTION PROGRAMME

The construction programme shall be in the form of a bar chart prepared in “Microsoft Project” or similar to sufficient detail that is acceptable to the Employer’s Agent. The programme shall be drawn to a horizontal time scale; activity orientated showing interdependencies, and critical path, clearly related to the items or groups of items reflected in the Bill of Quantities and indicating the quantity of work that shall be carried out each week.

The Construction Programme shall be updated every 4 weeks and presented at the monthly site meeting.

15. SPOIL SITES

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and the Contractor shall make his own arrangements with regard to a suitable spoil site. The Contractor shall be responsible for obtaining all necessary approvals or permits required for the dumping of material on the elected site.

GENERAL

Validity period of tender; the tender amount should be valid for 180 days after the close of tender.

A **CIDB** grading of 2GB or higher will be the minimum requirement for a service provider to possess to participate in this tender.

The successful service provider will be responsible to submit a draft Service Level Agreement in order to adhere to the timeframes submitted and will be amended and approved by both parties before the acceptance of the tender.

It must be noted that the bidders will be scored on eligibility criteria when tenders are received.

16. MINIMUM LOCAL CONTENT FOR STEEL VALUE-ADDED PRODUCTS

This tender is subject to local content;

The Contractor shall submit documentation of all the materials as specified in the Bill of Quantities or drawings to the Project Manager of the Municipality prior to ordering or building into the works.



Materials	Components	Local Content Treshold
<u>Wire products</u>		
Roof and Cladding - <u>Chroma deck sheeting</u>	Bare Steel cladding, galvanised steel cladding, colour coated cladding	100%
Frames	Door frames, Window frames	100%
Plastic Pipes	PVC pipes	100%

A compulsory clarification site meeting is applicable.

All representatives shall exercise the COVID 19 protocols and regulations which include wearing of masks and respecting social distancing. (NO MASK NO ENTRY). Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Stellenbosch Municipality reserves the right to downward or upward adjust portions of the scope of work, subject to the availability of funds.

The tender will be awarded subject to the availability of funds in accordance with the phase approach as mentioned in the stipulated timeframes below.

Quoted prices shall be inclusive of all costs incurred (i.e. administration, transportation, handling, delivery, overheads, profit, compliance with OHS regulations).

Successful bidders must make use of all (100%) unskilled labour and 60% semi-skilled labour from the Jamestown community once appointed. Should there not be enough semi-skilled labour in ward 21, the contractor may use of the greater WC024 area.

17. Penalties

Penalties for late completion of the project will be charged at a fee of R500/day for every day that the Contractor fails to meet the delivery targets for a particular phase of the project.



18. Returnable Documents

Returnable Documents for tender evaluation purposes for eligibility criteria (Bidders will be non-compliant if proof of the returnable documents below is not attached in the tender)

Please tick (✓)

No.	DESCRIPTION	Yes	No
1	A full list of 3 or more similar projects undertaken in last three years		
2	Detail summary and proof of successfully previous completed projects		
3	Proof of contactable references of the client's project manager/client to be submitted with tender		
4	Appointment of OHS officer for the contract after the award of the tender.		

Technical evaluation scoring of **Key Staff** will be evaluated on the criteria set out below:

Please tick (✓)

EXPERIENCE OF KEY STAFF	Yes	No
Has relevant experience in Project Management for more than 3 years in supervision or managing of staff and projects to a similar size or nature.		

Technical evaluation scoring of **CONSTRUCTION WORK** will be evaluated on the criteria set out below:

Please
tick (✓)

CV OF STAFF THAT WILL MANAGING THE PROJECT	Yes	No
Submit a CV of the Project Manager that will take responsibility and performing duties on site.		



Pricing Schedule and instructions

All the items must be priced in the a schedule of quantities in the tender document,

Pricing Schedule:

Notes

The rates for the items in the Bill of Quantities should be inclusive of delivery cost, construction/erection cost, profit and any other cost.

19. Annexure A

PROJECT SPECIFCATION	DESCRIPTION
Map	Site Location

20. Annexure B

DRAWING NUMBER	DESCRIPTION
1905 /A/ 01	Working drawing
1905 /A/ 02	Location, Plan and Drainage Section

21. Annexure C

PROJECT SPECIFCATION	DESCRIPTION
PD	Building work

22. Annexure D

PROJECT SPECIFCATION	DESCRIPTION
BOQ	Bill of Quantities



1.1.1.1.1.1 PD BUILDING WORK

CONTENTS

PD 01	SCOPE
PD 02	BRICKWORK, PLASTER WORK AND FLOOR SCREEDS
PD 03	PLUMBING AND DRAINAGE
PD 04	PAINTING
PD 10	MEASUREMENT AND PAYMENT

PD 01 SCOPE

This is a Particular Specification and covers the various construction activities associated with the erection of buildings which form part of this Contract.

Building work shall be carried out in accordance with the National Building Regulations, SANS 10400, the applicable clauses of the SANS Standardized Specifications and the information contained in this Specification.

Work appurtenant to the erection of buildings such as earthworks, concrete work, structural steelwork, etc shall be carried out as specified in the appropriate Standardized Specifications and will be measured and paid for under those Specifications.

PD 02 BRICKWORK, PLASTER WORK AND FLOOR SCREEDS

PD 02.1 MATERIALS

(a) Bricks

Bricks shall comply with SANS 227 and shall be of the class scheduled or shown on the drawings.

Satisfactory proof of the load-bearing capacity of the bricks offered shall be submitted before deliveries are made to the site.

Air bricks shall be well-burnt terracotta and shall be free from cracks and blemishes and lined with copper mosquito gauze.

Three samples of each type of brick shall be submitted to the Engineer for approval. All subsequent deliveries shall be of a standard equal to or better than that of the approved samples.

(b) Cement

Cement shall comply with the requirements of SANS 50196, 50197 and SANS 50413 and shall be stored under cover. The use of Portland blast-furnace cement (PBFC) which



complies with the requirements of SANS 50197 will only be allowed if approved by the Engineer.

(c) Aggregate

Fine aggregate shall consist of natural sand, or crushed rock or gravel, and shall be hard, clean and free from adherent coatings or other deleterious matter. Sand for plaster and mortar shall comply with the requirements of SANS 1090, whereas the aggregates for normal and granolithic floor screeds shall comply with the requirements of BS 1199 and BS 1201 respectively.

(d) Mortar

Mortar shall be Class II unless otherwise specified. Mortar plasticisers may only be used with the approval of the Engineer.

(e) Water

Water shall be clean and free from clay, silt, oil, acid, alkali, organic or other matter which would impair the required strength and durability of the mortar, plaster or floor screed.

(f) Wall ties

Wall ties shall be of the galvanized, crimped, single-wire type, 3,5 mm in diameter, and shall comply with the requirements of SANS 28.

(g) Brickwork Reinforcement

Brickwork reinforcement shall be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2.8mm diameter wires with 2.5mm diameter cross wires at 300mm centres welded at intersections.

Brickwork reinforcement shall be lapped not less than 300mm at end joints and for a length equal to the width of the widest reinforcement at intersections.

(h) Damp-proof sheeting

Damp-proof sheeting shall comply with SANS 248, type FV for fibre felt, or SANS 952, type B for embossed polyethylene sheeting.

PD 02.2

CONSTRUCTION OF BRICKWORK

(a) Cement mortar

Cement mortar shall, unless otherwise specified, consist of one part Portland cement to four parts sand (1:4) by volume for normal brickwork and one part Portland cement to three parts sand (1:3) by volume for reinforced brickwork. The ingredients for cement mortar shall be measured in proper gauge boxes on a boarded platform and thoroughly mixed. Alternatively, mixing may be by means of an approved mechanical batch mixer. Only when the dry ingredients have been thoroughly mixed and a mixture of uniform colour has been



obtained may the water be added in sufficient quantity to obtain mortar with the required consistency.

Cement mortar shall be used within two hours of adding water to the mix and shall not be used after two hours or if it has begun to set. Mortar shall be turned over frequently to prevent it from setting until it is used.

(b) Brickwork

Dimensions of all the brickwork shall be set out and built as shown on the drawings. Bricks shall be kept wet before laying and the top of brickwork shall be wetted before any further bricks are laid. Bricks shall be well buttered with mortar before being laid and all joints shall be thoroughly flushed up as the work proceeds. All joints to face brickwork shall be neatly made and key-drawn with a 6 mm key.

Brickwork shall be carried up in a uniform manner with no portion being raised more than 1 m above an adjacent portion. All perpend, quoins, etc., shall be kept strictly true and square and the whole properly bonded together.

Brickwork shall be built in stretcher bond or english bond where specified and shown on the Drawings, and bats shall not be used except where required for the bond. All joints shall be 10 mm wide and four courses shall measure 340 mm.

Brickwork for cavity walls and solid walls built in stretcher bond shall be tied with wall ties placed not more than one metre apart in every third course, and shall be staggered vertically. At openings, the ties shall be positioned not more than 300 mm apart along the periphery of the opening and 150 mm from the opening.

Where cavity walls are specified, the cavities shall be kept free of all rubbish, mortar droppings and projecting mortar. Mortar joints to brickwork shall be not less than 8mm or more than 12mm thick.

Face brickwork shall be kept perfectly clean and rubbing down of the brickwork shall not be allowed. Scaffold boards shall be turned back during heavy rain to avoid splashing. Soiled brickwork shall be cleaned at the Contractor's expense, and the cleaning method shall be approved by the Engineer.

(c) Reinforced brickwork

Brickwork over door and window openings shall be reinforced with steel rods, welded or expanded mesh, etc. Reinforcement shall be placed in each course of brickwork for a minimum of four (4) courses or as shown on the drawings. Reinforced brickwork shall continue at least 300 mm on each side of the openings.

Brick lintels shall be built upon rigid temporary supports left in position for not less than seven (7) days after brick-laying. Prestressed concrete lintels may be used where approved by the Engineer.

(d) Key for plaster

Joints of all brickwork receiving plaster shall be raked out, or the brick surfaces shall otherwise be prepared with an acrylic slurry or any other approved bonding agent.



(e) Damp-proofing

A damp-proof course shall be laid over the full width of all the walls at a minimum height of 150 mm above the final ground level or wherever else it may be required, and it shall be lapped for at least 150 mm at angles and joints. A damp-proof course shall also be laid and stepped up under all external sills.

(f) General

Rough and fair cutting shall be performed as required, and the brickwork shall be fitted around any steel work. Face brickwork shall be carefully cut and fitted to suit fittings.

Chases shall be left or formed for edges of concrete floors, staircases, etc. Chases shall also be provided wherever they may be required for pipes, conduits, switch boxes, distribution boards, and the like. Joints shall be raked out for flashings.

PD 02.3

PLASTER WORK

(a) Surface Preparation

Surfaces shall be clean and free of oil and thoroughly wetted directly before any plastering or other insitu finishes are commenced. Concrete surfaces shall be slushed with a mixture of one part cement and one part sand or otherwise treated to form a proper key.

(b) Plaster coats

A plastered finish shall consist of a single coat, comprising one application of a 1:6 cement sand mixture with a wood or steel-float finish as specified on the drawings

(c) Thickness

The total thickness of the plaster finish shall be 13 mm minimum and 20 mm maximum.

(d) Workmanship

All plaster work shall be finished smooth and ready to receive paint. Plaster shall be flush with the faces of all switch and plug boxes, the interiors of which shall be kept free from plaster. Plastered surfaces shall be plumb and jambs and reveals shall be formed square.

The plasterer shall cut out and make good all cracks, blisters and other defects and leave the plaster work, on completion, in a state which is acceptable to the Engineer.

(d) Gypsum skim plaster

Gypsum skim plaster shall be pure gypsum plaster finish with a steel trowel.



PD 02.4 FLOOR SCREEDS

Floor screeds shall have a mix proportion by mass consisting of one (1) part Portland cement and three (3) parts (1:3) fine aggregate. A minimum amount of water is to be used, but it shall be sufficient to allow adequate compaction.

Screeds shall be laid on clean hardened bases in panels not exceeding 14 m² and shall be steel-trowelled to a true and smooth finish. In monolithic construction, the panels shall not exceed 30 m². Joints in screeds shall coincide as nearly as possible with joints in the bases. The thickness of screeds shall be as shown on the drawings or as directed by the Engineer.

The entire screed surface shall be free from loose or raised particles of aggregate, trowel marks or any irregularities, humps or depressions exceeding 5 mm when measured from a 3 m long straight edge.

Screeds shall be cured for three (3) to seven (7) days as may be directed by the Engineer, and shall be protected from damage.

No moisture-sensitive floor finish shall be laid on screeds unless a reliable moisture test shows that the screed is sufficiently dry to receive the covering.

Skirting shall not exceed 25mm thick and shall have a fair edge with rounded angle at top edge or v-joint to finish flush with plaster and covered or square junction with floor finish.

PD 03 PLUMBING

PD 03.1 MATERIALS

(a) General

All materials shall be of the best quality and shall be approved by the Engineer before installation. Cracked, chipped, dented or faulty items or materials shall be replaced at the Contractor's expense. Glazed ceramic sanitary ware shall comply with the requirements of SANS 497 and all other materials shall comply with the standards as specified, scheduled or shown on the Drawings.

(b) Water closet (WC) suites

WC suites shall consist of a white glazed vitreous china closet with an S or P trap and seat lugs, a 14 litre low-level matching flat-bottomed flushing cistern placed and fixed on the closet, or a suspended enamelled cast-iron cistern with the flush pipe connected to the flushing rim of the closet with rubber cone joints, and a solid heavy-duty plastic seat with cover, hinges and buffers.

(c) Urinals

Urinals shall be of the type detailed or scheduled, of white glazed vitreous china, wall mounted, with an automatic or a manual flushing system, and chromium-plated fittings.

(d) Wash-hand-basins



Wash-hand-basins shall be of white glazed vitreous china or enamelled cast iron, wall mounted on a pair of cast-iron brackets, and fitted with chromium-plated fittings consisting of two taps, outlet and chain, and supplied with a plug and an anti-siphon trap.

(e) Sinks

Sinks shall comply with the requirements of SANS 242 and shall be complete with cabinet, chromium-plated outlet, anti-siphon trap, plug, chain and two bib taps or one mixer tap, all as detailed or as scheduled.

(f) Pipes and tubing

Cast-iron and steel pipes used in plumbing work shall comply with the requirements of SANS 746 and SANS 62 respectively. Copper tubing shall comply with the requirements of SANS 460 and malleable cast-iron fittings with SANS 509.

PD 03.2 **CONSTRUCTION**

Plumbing shall be carried out strictly in accordance with the Drawings and with the National Building Regulations, with specific reference to Government Notice R1875 dated 31 August 1979.

Steel pipes and their malleable cast-iron fittings shall be joined with red lead and hemp, lead pipes shall have wiped soldered joints, and cast-iron pipes shall be joined by caulking with hemp and metallic lead.

Soil pipes from WCs shall have an internal diameter of at least 100 mm and shall be fitted with a pan connector and an access bend (or an access junction where a vent pipe is used), and carried through walls and into the ground for connection to the sewer. Vent pipes shall be fitted with approved balloon gratings.

Waste pipes from basins and sinks shall have an internal diameter of at least 32 mm and shall discharge into gulleys. Bends for waste pipes shall incorporate cleaning eyes.

Cisterns, basins and sinks shall be connected to the pipe system with 12 mm diameter copper service pipes, and chromium-plated stopcocks shall be installed for isolation and maintenance purposes.

PD 04 **PAINING**

PD 04.1 **GENERAL**

No paint shall be applied to any surface containing traces of dust, grit, grease, oil, loose rust, millscale or corrosion products of any kind or to any surface that is not free from moisture. Where necessary, surfaces shall be thoroughly washed to remove all traces of soluble salts and/or corrosive air-borne contaminants prior to painting, and the surfaces shall be dried and painted immediately thereafter.

Welding shall be completed in so far as it is possible before painting commences, but in cases where welding can be done only at a later stage, no paint shall be applied to within



75 mm of the proposed weld position unless otherwise specified. Welds and adjacent parent metal shall be abrasive blasted and/or ground and all contaminants such as flux shall be removed prior to painting.

Surfaces of members which are to rest on concrete or other floors or which will be otherwise inaccessible after erection shall receive the full paint system prior to erection.

Damaged paint areas on metal surfaces shall be cleaned, rust spots removed where applicable and the surrounding paint which is still intact shall be feathered for a distance of 20 mm beyond the damaged area. Spot priming and repair shall consist of all the coats previously applied and shall overlap the damaged area.

Damaged galvanised areas shall be cleaned and any rust spots and any flakes of the coating surrounding the damaged area removed. The coating shall then be restored by zinc spraying or soldering, or painting with a zinc-rich paint, as may be approved by the Engineer.

Where the shop coat is allowed to age for a few months before the final painting is done, light sanding or rubbing with steel wool or scrubbing with clean water using a bristle brush shall be carried out.

Steel to be embedded in concrete shall not be painted below 50 mm from the final level of the concrete.

Each priming coat and each undercoat of paint shall be inspected and approved by the Engineer before any subsequent undercoat or finishing coat is applied.

All finishing colours shall be as shown on the drawings, or as directed by the Engineer.

PD 04.2

MATERIALS

Paints shall comply with the requirements of the appropriate Specifications below:

(a) Primers

SABS 312	:	Red-lead based for structural steel
SANS 678	:	For wood
SANS 679	:	Zinc chromate for steel
SABS 723	:	Etch-wash primer for metals
SABS 912	:	Calcium plumbate for galvanized iron
SABS 926	:	Zinc-rich epoxy for steel

(b) Undercoats

SANS 681	:	For all undercoats
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(c) Finishing coats

SANS 515	:	For interior use, flat and egg-shell finish
SANS 630	:	For interior and exterior use, high-gloss enamel
SABS 631	:	For interior and exterior use, oil gloss paint



SANS 1586	:	For emulsion paint (interior and exterior use)
SABS 684	:	For exterior use on structural steel
SABS 801	:	For interior and exterior use, epoxy-tar paint
SABS 802	:	For interior and exterior use, bituminous aluminium paint
SABS 887	:	For interior use, glossy and egg-shell varnish

The Contractor shall furnish the Engineer with the following information and details regarding the paints and decorative materials for the painting system he proposes to use, for written approval:

- (i) The name of the manufacturer and trade name
- (ii) The brand, type or grade of paint and the appropriate SANS Specification
- (iii) Manufacturer's data sheets, colour references, instructions for use, including surface preparation, sealers, primers, undercoats, finishing coats, coat thicknesses and curing periods, which shall all be considered as being part of these Specifications if approved by the Engineer
- (iv) Safeguards to protect the applied paint from damage until the work is accepted by the Engineer
- (v) The shelf or pot life of materials, if applicable
- (vi) An undertaking that the proposed paint system is suitable for its intended use and that the various coats of paint are compatible with one another

Where proprietary brands are used, the manufacturer's priming and all subsequent coats of paint suitable for that particular brand shall be employed in accordance with the manufacturer's instructions.

No other materials of a similar nature and quality or from another manufacturer may be used instead of those approved, unless written permission to do so has been obtained from the Engineer.

All materials shall be brought onto the site in containers sealed by the manufacturer. Paints of a different quality, type, brand or colour shall not be mixed, or thinned and shall not be adulterated in any way, but shall be used as supplied by the manufacturer. Any mixing or tinting required shall be carried out by the manufacturer.

Tinting of paint on the site by the Contractor will only be allowed with the written permission of the manufacturer and the Engineer.

PD 04.3

INSPECTION AND PRELIMINARY WORK

Before commencing paintwork, the Contractor shall carefully inspect the surfaces to be painted to satisfy himself that the surfaces are in a satisfactory or acceptable condition to receive the paint system specified.



All metal fittings and fastenings shall be removed where applicable before the preparatory processes are commenced. On completion, the metal fittings and fastenings shall be cleaned and refitted in position.

PD 04.4

WORKMANSHIP AND FINISHES

Paint may be applied by spray, brush or roller depending on the materials used, the surface to be painted, and the manufacturer's instructions.

Every coat of paint, irrespective of the method of application, shall be adequately and permanently keyed or bonded to the base material or previously applied coat, and shall be evenly distributed, continuous, free from sags, runs, brush marks, pin holes or other imperfections, and shall dry to a smooth finish.

An approved water trap and air-regulating valve shall be furnished and installed on all equipment used in spray painting.

Before painting the interiors of buildings they shall be cleaned and the floors shall be washed and kept free from dust during the progress of the interior work. The Contractor shall protect all nearby surfaces against disfigurement by spatters, splashes and smirches of paint or paint materials. The Contractor shall be responsible for any damage by paint or dirt caused by his operations to vehicles or property or injury to persons and he will be required to provide protective measures to prevent any such damage or injury and make good, where required, at his own expense.

If passing traffic creates dust which may harm or spoil the appearance of external painted surfaces, the Contractor shall sprinkle the adjacent areas with water, at his own cost, for a sufficient distance on each side of the location where painting is being done.

Undercoats shall be tinted by the manufacturer to distinguish between successive coats.

The final coats or finishing coats of paint shall be applied after all the other work in the vicinity has been completed.

The painter shall keep some of the final paint in reserve in the event of his having to make good any patching which may be required as a result of damage or unforeseen circumstances.

Upon completion, the Contractor shall, in the case of buildings, clean all glass, remove all paint spots from walls, floors and fittings, and leave the premises clean and fit for occupation.

All inflammable materials, comprising solvents, thinners, wiping cloths, etc, shall be placed in tightly closed containers and properly disposed of.



PD 04.5

PAINTING OF PLASTER, CONCRETE OR BRICK SURFACES

(a) Surface preparation

Surfaces for painting shall be prepared by sandpapering, scraping or wire-brushing to remove loose material, dust, laitance, scum or other deleterious materials or high spots. Defective areas shall be cut out where necessary and made good with an approved non-shrink filler. Cracks shall be cut out, suitably keyed, and given a coat of an approved bonding agent before the filler is applied. All patches shall be rubbed down to an even surface. Surfaces shall be washed and allowed to dry.

Surfaces shall be treated with neutralising liquid for walls, and if the surface is coarse or textured, either one full coat of pigmented wall sealer or one full filler coat shall be applied in addition to the neutralising liquid.

(b) Paint application

Prior to the emulsion paint being applied, the surface shall be sealed with an approved clear sealer and primed with an undercoat diluted to 50%. Emulsion paint (PVA or acrylic) shall then be applied in two finishing coats.

Egg-shell finish (alkyd oil-based), oil gloss paint or enamel gloss paint shall be applied as follows: one coat of universal undercoat shall be applied and it shall be followed by one coat of a mixture comprising 50% of the undercoat and 50% of the paint to be used for the finishing coat. A finishing coat of semi-gloss egg-shell, or oil gloss paint or enamel gloss paint shall then be applied.

PD 04.7

PAINTING OF METAL SURFACES

(a) General

Wherever possible, all painting shall be done at the manufacturer's works, but where this is not feasible, the Engineer may permit the application of the undercoat and finishing coats to be carried out on the Site, in which case a prime coat shall be applied at the manufacturer's works prior to the members being despatched to the Works.

(b) Surface preparation

The preparation of metal surfaces shall comply with SANS Code of Practice 10164 and shall receive the greatest care to ensure rust-free conditions prior to the paint system being applied.

All surfaces shall be prepared by removing loose paint, rust, plaster, scale, dust, dirt, grease, etc. and by repairing or patching defective paint surfaces before painting or repainting. Damaged shop-primed surfaces shall be thoroughly cleaned of rust and patched with a prime coat.

(c) Paint application

(i) Iron and steel work



All iron and steel work shall be properly primed with a red-lead-based primer where steel work is likely to be exposed to the elements for longer than 30 days. Zinc-chromate primer may be used where overpainting will be completed within 30 days of priming. Metal-etch wash primers may be used under dry conditions where overpainting will be completed within 24 hours of priming. The dry-film thickness of the prime coat shall not be less than 0,300 mm.

After priming, one coat of universal undercoat shall be applied. If necessary, the undercoat shall be tinted to a shade just lighter than the desired finish with approved liquid stainers. The dry-film thickness shall not be less than 0,250 mm.

The two finishing coats shall either be of alkyd resin-based synthetic enamel, gloss or matt oil paint, or as specified elsewhere. The dry-film thickness shall not be less than 0,250 mm per coat.

When mating surfaces are brought together, both surfaces shall have been given the full treatment specified, but where this cannot be done, each surface shall be given a copious coating of primer and the surfaces drawn together while the paint is still wet.

The portion of structural steel members to be buried in soil, and all bases to a height of 500 mm shall be given two coats of an epoxy-tar primer instead of the zinc-chromate primer specified for other surfaces.

The surfaces of steel and cast-iron articles, such as floor gratings, grids and manhole covers, shall, after a thorough brushing to remove loose rust, be painted with two coats of epoxy-tar paint, each at least 0,230 mm thick.

(ii) Galvanized iron and steel

All traces of protective coating shall be removed with galvanized iron cleaner, and two coats of calcium plumbate primer shall be applied. One coat of tinted universal undercoat and two finishing coats of alkyd resin-based synthetic enamel gloss paint shall be applied.

(iii) Non-ferrous metals

Surfaces of aluminium, copper, etc. shall be prepared and cleaned, and one coat of self-etch zinc-chromate wash primer shall be applied. One coat of universal tinted undercoat and two finishing coats of enamel gloss paint shall then be applied. Where non-ferrous metals are not to be painted, the surfaces shall be cleaned, polished and two coats of lacquer applied.

PD 04.8

PAINTING OF FLOOR SCREEDS

Where chemicals could cause damage to floors, such floors shall be painted with an approved epoxy paint. The type of paint to be used will be shown on the drawings and will depend on the types of chemical that are used.

The preparation of such floor screeds for painting and the subsequent application of paints shall be carried out strictly in accordance with the manufacturer's instructions



PD 04.9 PAINT THICKNESS

Unless otherwise specified, all coats of paint, whether prime coat, undercoat or finishing coat, shall have a dry-film thickness of not less than 0,200 mm, irrespective of the method of application.

PD 04.10 INSPECTION

The Contractor shall provide the necessary equipment to establish whether the primers, undercoats and finishing coats have been applied to the correct thickness according to the correct applications. The Engineer may take samples of the paints during painting operations for testing and quality control.

PD 10 MEASUREMENT AND PAYMENT

PD 10.01 Brickwork:

- (a) (Thickness, type and class indicated)Unit: m²
- (b) Etc. for other thicknesses, types and classes

The unit of measurement shall be the square metre of each type of brickwork built, calculated from the leading dimensions of the brickwork. Areas of pipes, etc. built into brickwork shall not be included in the areas measured. At corners and intersections common to more than one brick wall, the areas shall be measured only once.

The tendered rates shall include full compensation for the construction of the brickwork complete as specified, including pointing, the building-in of conduits, beams, lintels, pipe sleeves, doors, windows, the raking-out of joints, damp-proof course, brickwork reinforced as specified (every second layer), weep holes, concrete filled cavity, etc.

PD 10.02 Plaster work:

- (a) (Thickness of plaster and finish indicated)Unit: m²
- (b) Etc. for other thicknesses and finishes

The unit of measurement shall be the square metre of each type of coat completed as specified.

The tendered rates shall include full compensation for the construction of the plaster work, including supplying all materials, mixing, applying, finishing, forming reveals, joints, narrow widths, rounded angles, V-joints, etc. complete as specified.

PD 10.03 Floor screeds and coatings:

- (a) (Description and thickness indicated).....Unit: m²
- (b) Etc. for other thicknesses



The unit of measurement shall be the square metre of floor screed laid, as specified, on floors, steps or areas shown on the drawings or as designated by the Engineer.

The tendered rates shall include full compensation for constructing the floor screeds, including supplying all materials, mixing, laying, finishing, and forming nosings, reedings, skirtings, etc.

PD 10.08 Miscellaneous work:

- (a) Paintwork Unit: sum
- (b) Plumbing Unit: sum
- (c) Electrical work Unit: sum

The tendered sums shall include full compensation for the supply of all materials, for transport, storage, all equipment and labour, all temporary work and safety precautions, replacement of defective work, protection of completed work and clean-up after completion.

PD 10.09 Miscellaneous items:

- (a) Items measured by number:
 - (i) (Description of item) Unit: number
 - (ii) Etc.
- (b) Items measured by area:
 - (i) (Description of item) Unit: square metre (m²)
 - (ii) Etc.
- (c) Items measured by length:
 - (i) (Description of item) Unit: metre (m)
 - (ii) Etc.

The unit of measurement shall be the number, linear metre and square metre as applicable to each item.

The tendered rates shall include full compensation for all labour, plant, equipment, transport, etc, manufacturing or providing and installing each item complete as scheduled and shown on the drawings, and shall include all corrosion protection where applicable.



STELLENBOSCH MUNICIPALITY
CONSTRUCTION OF NEW BUILDING AND RENOVATIONS TO EXISTING BUILDING FOR JAMESTOWN CEMETERY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A1	SABS 1200 A	GENERAL				
		as specified in SABS 1200 A and in the project specifications				
	8.3	FIXED CHARGES AND VALUE RELATED ITEMS				
A1.1	PSA 8.3.1	Fixed preliminary and general charges: Allowance for containers for material storage, office, scaffolding and toilet on Site	Sum	1		
	PSA 8.4	SCHEDULED TIME RELATED ITEMS				
A1.2	PSA 8.4.1	Time related preliminary and general charges	Sum	1		
	PSA 8.6	PRIME COST SUMS				
		Additional testing of materials required by Engineer:				
A1.3		(a) Cost of testing	PCSum	1	20 000,00	20 000,00
A1.4		(b) Charge required by Contractor on sub-item above	%	20 000,00		-
A1.5		Allowance for 3x9 temporary Nutec house with toilet or similar TRU structure for the caretaker for the duration of the contract period	Sum	1		
A2	PSA 8.7	DAYWORK				
		Labour:				
A2.1		(1) Labourer	h	40		-

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



A2.2		(2) Semi-skilled	h	20		-
A2.3		(3) Skilled	h	10		-
A2.4		(4) Artisan	h	10		-
A3.1	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in Part C5	Sum	1		-
Total Carried Forward To Summary						

STELLENBOSCH MUNICIPALITY

CONSTRUCTION OF NEW BUILDING AND RENOVATIONS TO EXISTING BUILDING FOR JAMESTOWN CEMETERY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B1		EARTHWORKS, EXCAVATIONS AND SITEWORKS				
B1.1		Site Clearance; Demolish, remove and dispose of existing structures, material and rubble	m2	168		
B1.2		To spoil surplus material off site	m3	5		
B1.3		Removing topsoil to 150mm deep and stockpile	m3	10		
B1.4		Replacing topsoil and make area neat	m3	10		
B1.5		Excavate for foundation bases (800x250) external walls and use for backfill or dispose off site	m3	25		

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



B1.6		Excavate for foundation bases (600x230) internal walls and use for backfill or dispose off site	m3	5		
B2		CONCRETE FOUNDATIONS				
B2.1		Cast concrete foundations 25/19Mpa (800x250) external walls	m3	9		
B2.2		Cast concrete foundations 25Mpa (600x230) internal walls	m3	4		
B3	PD02	BUILD OUT FOUNDATION WALLS				
B3.1	PD02	Load bearing walls from clay semi face bricks Min 14 Mpa. ROK clay bricks or similar approved incl. stacking and mixing (270mm) brick cavity filled with concrete	m2	20		
B3.2	PD02	Galvinised brickforce to each layer (w230)	rolls	6,00		
B4		FILLING AND COMPACTION				
B4.1		Lay filling/building sand into layer and compaction	m3	6		
B4.2	PD02	SABS damp proof course 250um	m2	61		
B5		CONCRETE FLOOR/SURFACE BED (80mm)				
B5.1		Cast 25Mpa concrete slab with reinforced mesh	m3	8		
B5.2		Lay reinforced mesh including overlap and spacers No. 245	m2	61		
B6	PD02	BUILT SUPERSTRUCTURE WALLS				
B6.1		Load bearing walls 270mm from clay NFX 1st Min 14 Mpa. ROK bricks or similar approved incl. stacking, clean cavity and forming openings	m2	120		

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



B6.2	SABS dpc 375um under walls (270)	m2	40		
B6.3	Galvinised brickforce 2nd layer (270mm)	rolls	19		
B5.4	SABS dpc 375um under walls (115)	rolls	1		
B6.5	Lay ROK bricks 110mm from clay NFX 1st Min 14 Mpa. ROK bricks or similar approved incl. stacking, and forming openings	m2	60		
B6.6	Galvinised brickforce 2nd layer (75mm)	rolls	15		
B6.7	E/O External window sills completely plastered on brick-on-edge	m	4		
B6.8	E/O Internal window sills (Fiber cement)	m	4		
B7	ROOFING: SUPPLY AND FABRICATION				
B7.1	Preparation of shop detail drawings for:				
	Pre-Fabricated Structural timber roof trusses designed by a profesional engineer in accordance with SABS 0160 and 0163 , complete with manufacturing, transport, hoisting, and complete fixing in position including all necessary bracing, wallplates, purlins, hoopirons, etc as per drawing 1905/A/01 with 300mm overhang. As well as cutting to accurate lengths at eaves, ridges, hips, valleys, notching etc. All executed in accordance with manufacturer's installation specification.	Sum	1,00		
B7.2	SHEETING: SUPPLY AND INSTALL				

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



	Par.1 7 Local Conte nt	Supply and install Klip-Lok 406 profile Zincalum roll-formed in continuous lengths from certified Galvanized steel Z200 0.5mm complying with ISQ 550 (3T) (A653) with a Shale grey Chromadek® finish to one side and standard backing coat, Papyrus white to other, installed in strict accordance with manufacturer's specifications, to building roof incl. brandering, screws, ridging and flashings, etc as per drawing 1905/A/01	m2	140		
B7.3		Timber Roof structure use 114x38 beams, 76x76 purlins and fix with galvanised brackets into wall. (3 degree fall)	m2	7		
B7.4	Par.1 7 Local Conte nt	Fit new IBR chromadeck sheeting complete with cutting, screws	m2	7		
B8		WINDOWS				
B8.1		White epoxy Aluminium windows to include glazing and ironmongery and sealing. All glazing should be in accordance with NBR for safety glazing requirements incl. glazing, silicon external and internal				
(a)		W1 - 1500x1200mm	No	2		
(b)		W2 - 900x1,200mm	No	1		
(c)		W3 - 600 x900mm	No	4		
B9		DOORFRAMES				
B9.1		Type D2-D7 830mm (w) Solid timber door frame as per door schedule completely varnished with clear matt finish	No	6		
B10		DOOR				

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



B10.1		Type D1; 1800mm (w) Epoxy coated aluminium external door as per door schedule complete with frame and ironmongery	No	1		
B10.2		Type D2-D7 830mm (w) Semi solid grooved internal timber door with timber door frame as per door schedule completely varnished with two coats clear matt wood sealer.	No	6		
B11		PLASTER				
B11.1	PD02.3	Plastering of ROK brick walls with 19mm coat 4:1 cement plaster finished smooth with a steel float	m2	350		
B12		CEILINGS				
B12.1		Install 6.4mm Gypsum Rhino board ceiling complete with skimming, incl. strips, banding, nails, and finishing	m2	58		
B12.2		Gypsum 75mm cornices	m	81		
B13	PD03	PLUMBING AND SANITARY FITTINGS				
B13.1		Supply, fit and connect all plumbing, pipework, vent pipes and all fittings for water and sanitation in accordance with the drawings for :				
(a)		WC's - White ceramic Betta Classico front flush Close couple complete pan and cystem including all fittings and Double flap toilet seat and Toilet roll holder in standard white	No	3		
(b)		Wash basins - White ceramic Delux wall hung complete with 2 x Macneil or similar Chrome Pillar basin taps 15mm and bottle trap basin waste, with backnut, plug chain and stay including all fittings.	No	3		
(c)		All internal and external plumbing and pipe work complete as per drawing to tie into external pipework provided under civil & site works	Sum	1		

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



(d)		110 diameter underground waste pipes with all bends, rodding eyes, etc	m	50		
B14		ELECTRICAL WORKS (COC certification needed)				
B14.1		Supply and install double plugs, completely, recessed into walls	No	4		
B14.2		Supply and install light switches, completely, recessed into walls	No	7		
B14.3		Supply and install Distribution Board complete with all circuit breakers, wiring required, tubing and material and sundries required for neat termination of LV cables and mounting of DB's to lights and plugs	No	1		
B14.4		Supply and install LED alabaster ceiling light to toilet, lobby,	No	4		
B14.5		Supply and install 1500mm T8 20W LED tube Fluorescent to Entrance, Visitor room and office	No	4		
B14.6		Allowance to connect distribution board and cables, to existing building	PC Amount	1		30 000,00
B15		SCREEDING				
B15.1	PD02 .4	Cast 30mm screed on concrete floors to receive terracotta tiles	m2	58		
B15.2		Cast 30mm Granolithic (Grano) screed on concrete floor	m2	3		
B16	PD04	PAINTWORKS				
B16.1		Paint exterior plastered walls with two coats plaster primer and two full coats Exterior Wall Coating acrylic white paint. Paint with at least 12 years guarantee.	m2	110		

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



B16.2		Paint internal plastered walls with two coats plaster primer and two full coats pure acrylic white paint. Paint with at least 12 years guarantee.	m2	225		
B16.3		Paint skimmed ceiling boards with two coats primer and two coats pure acrylic paint	m2	58		
B17		SKIRTINGS				
B17.1		Install 75mm pine skirtings complete with nails, and Varnish with two coats clear matt wood sealer	m	81		
B18		IRONMONGERY				
B18.1		Internal ironmongery - 2 lever locks, door handles	No	6		
B18.2		External ironmongery - 3 lever locks, door handles	No	1		
B19		GUTTERS AND FASCIAS				
B19.1		Fascia boards 12mmx225mm fixed to trusses	m	44		
B19.2		Aluminium seamless ogee 130x90mm gutters complete with fixing brackets	m	32		
B19.3		80mm diameter PVC downpipes with holderbat, shoes, etc.	no	6		
B20		FLOOR FINISHING				
B20.1		Supply and install new ceramic floor tiles (terracotta 300x300mm), paste and grouting including, to match existing building	m2	58		-
Total Carried Forward To Summary						

STELLENBOSCH MUNICIPALITY

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



CONSTRUCTION OF NEW BUILDING AND RENOVATIONS TO EXISTING BUILDING FOR JAMESTOWN CEMETERY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C1		UPGRADING OF EXISTING CARETAKERS HOUSE; INTERNAL				
C1.1		Prepare and apply 2 coats Plascon PVA or similar approved internal paint to ceilings and cornice	m2	70		
C1.2		Prepare and apply 2 coats Plascon PVA or similar approved internal paint to walls - 12 year guarantee (colour by client)	m2	304		
C1.3		Dust down completely and prepare and apply 3 coats Varnish to existing 75mm skirtings	m	87		
C1.4		Dust down completely and prepare and apply 3 coats Varnish to existing windows completely with all preparation work internal and external sides for:				
a		1500 x 900mm	No	1		
b		1000 x 900mm	No	1		
c		900 x 1800mm	No	4		
d		1800 x 1800mm	No	1		
		E/O for remove and replace new 4mm clear glass all inclusive to finishing for;				
e		900 x 600mm (measure on site)	No	2		
C1.5		Dust down completely and prepare and apply 3 coats Varnish to existing doors completely with all preparation work internal and external sides	No	6		
a		E/O for remove and replace new locks and handles;	No	3		
C2		STAFF ROOM AND TOILET				
C2.1		Prepare and apply 2 coats Plascon PVA or similar approved internal paint to walls - 12 year guarantee (colour by client)	m2	80		

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



C2.2	New skirtings to match existing	m	1		
C2.3	Dust down completely and prepare and apply 3 coats Varnish to existing windows completely with all preparation work internal and external sides for:				
a	2000 x 600mm	No	1		
b	900 x 1800mm	No	1		
c	600 x 600mm	No	1		
	E/O for remove and replace new 4mm clear glass all inclusive to finishing for;				
d	900 x 600mm (measure on site)	No	1		
C2.4	Dust down completely and prepare and apply 3 coats Varnish to existing doors completely with all preparation work internal and external sides	No	2		
a	E/O for remove and replace new locks and handles;	No	1		
C2.5	Remove exiting sink cabinet and replace with new white melamine cabinet, completely to fit existing installation with pipework and fittings.	Sum	1		
C3	OFFICE, PUBLIC TOILETS AND STOEP				
C3.1	Remove existing 2,100 x 900mm door with frame	No	1		
C3.2	Built with Bricks and mortar the door opening, complete with brick tie-in per layer	m2	2		
C3.3	Plastering of ROK brick walls with 19mm coat 4:1 cement plaster finished smooth with a steel float	m2	4		
C3.4	Prepare and Paint internal plastered walls with two coats plaster primer	m2	4		
C3.5	Prepare and apply 2 coats Plascon PVA or similar approved internal paint to ceilings and cornice	m2	25		

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



C3.6		Prepare and apply 2 coats Plascon PVA or similar approved internal paint to walls - 12 year guarantee (colour by client)	m2	100		
C3.7		Dust down completely and prepare and apply 3 coats Varnish to existing 75mm skirtings	m	35		
C3.8		Dust down completely and prepare and apply 3 coats Varnish to existing windows completely with all preparation work internal and external sides for:				
a		1800 x 1800mm	No	1		
C3.9		Dust down completely and prepare and apply 3 coats Varnish to existing doors completely with all preparation work internal and external sides	No	2		
C3.10		Remove existing toilet doors and replace complete with new doors and hinges.	No	2		
a		E/O Internal ironmongery - 2 lever locks and door handles	No	2		
b		E/O prepare and apply 3 coats Varnish to new doors completely with all preparation work internal and external sides	No	2		
C3.11		Remove and replace broken hand wash basin, complete with water connection and fittings	No	1		
C3.12		Remove and replace broken mirror (450mm x 450mm)	No	1		
C4		EXTERNAL ALTERATIONS				
C4.1		Brush down existing facebrick plinth from dust and apply two coats clear brick sealer	m2	28		
C4.2		Dust down completely and prepare and apply 3 coats Varnish to existing external doors completely with all preparation work internal and external sides	no	4		
C5		CARETAKERS YARD AND STORE				

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



C5.1		Prepare and apply 2 coats Plascon PVA or similar approved external paint to walls - 12 year guarantee (colour by client)	m2	240		
C5.2		Steel gate at caretakers yard, dust down and repaint with matt black or similar approved (3.00m x 3.000m)	No	1		
Total Carried Forward To Summary						

STELLENBOSCH MUNICIPALITY

CONSTRUCTION OF NEW BUILDING AND RENOVATIONS TO EXISTING BUILDING FOR JAMESTOWN

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



CEMETERY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D1	SABS 1200 DM	EARTHWORKS AND PAVING				
D1.1		Cut to spoil and dispose on site:	m ³	25,95		
D2	SABS 1200 ME	SUBBASE				
		as specified in SABS 1200 ME and in the project specifications				
D2.1	PSME 8.3.3	For Parking area: Construct 150mm compacted thickness base course layer (G5) with graded crushed stone from commercial sources. Compaction to be 95% Mod AASHTO	m ³	25,95		
D3	SABS 1200 MF	BASE				
		as specified in SABS 1200 MF and in the project specifications				
D3.1	PSMF 8.3.3	Construct 125mm compacted thickness base course layer (G4) with graded crushed stone from commercial sources. Compaction to be 98% Mod AASHTO	m ³	25,95		
D4		BRICK PAVING				
D4.1		Construct brick paving complete on 25mm sand bedding, compact, grout, including cuttings at edges				
a		50 mm thick 'Autumn' clay brick pavers to areas around new building and parking area	m ²	173		
Total Carried Forward To Summary						-

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



PRICING SCHEDULE SUMMARY		
FINAL SUMMARY		AMOUNT
A1	PRELIMANARY AND GENERAL	
B1	NEW STRUCTURE	
C1	UPGRADING OF EXISTING BUILDING	
D1	PAVING	
SUB TOTAL		
ADD: CONTIGENCY OF 10%		
SUB TOTAL		
ADD: VALUE ADDED TAX (15%)		
GRAND TOTAL		

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



17. SCHEDULE OF SUBCONTRACTORS

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

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

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.

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



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

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

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

Attach additional pages if more space is required.

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

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



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.

Minimum requirements:

CIDB Registration

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined 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, for a 2GB class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

They indicate the leading partner with his/her CIDB Grading

Special Conditions

Successful tenderer will be required to submit proof of liability cover (insurance) within 14 days prior signing of the contract.

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



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:56/20**
- 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.

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



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. 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	

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.