

## BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 45/25 SUPPLY, INSTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027

TENDER NUMBER: **B/SM 45/25**  
DESCRIPTION: **SUPPLY, INTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027**

CLOSING DATE: **09 December 2024**

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

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: Minimum 1CE or higher (If intended to subcontract, the civil part of the tender, CIDB grading of 1CE is required from the subcontractor. If not, subcontracted bidder must have a 1CE or higher) .**

### **INFORMATION:**

**Tender Specifications:** Joan Felix at 021 808 8441 : e-mail: Joan.Felix@stellenbosch.gov.za / Zingani Tshefu at 021 8088466: e-mail: Zingani.Tshefu@stellenbosch.gov.za

**SCM Requirements:** Jeanette Williams at 021 8088524: e-mail: [Jeanette.Williams@Stellenbosch.gov.za](mailto:Jeanette.Williams@Stellenbosch.gov.za).

**Office hours for collection:** **08h00-15h30**

A Compulsory Clarification Meeting will be held on **19 November 2024, at 11:00**, at Traffic Services boardroom, 1 Joubert Street in Stellenbosch , Tenderers who fail to attend the compulsory information session will be regarded **as non-compliant**.

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

Sealed Tenders, with “**B/SM 45/25 SUPPLY, INSTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027,**”clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 468.00 per document**.*

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

G Mettler (Ms)

**MUNICIPAL MANAGER**

**TENDER KENNISGEWING**

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 45/25 VOORSIENING, INSTALLASIE EN INGEBRUIK ASOOK ONDERHOUD VAN BIOMETRIESE TOEGANGSBEHEER, AFSTANDTOEGANGSHEKKE EN DIE TYD EN BYWONING STELSEL WAT INGESKAKEL WORD AAN DIE HOOFBEDIENER OP VERSKEIE MUNISIPALE PERSELE VIR 'N PERIODE EINDIG 30 JUNIE 2027**

**TENDER NOMMER: B/SM 45/25**  
**BESKRYWING: VOORSIENING, INSTALLASIE EN INGEBRUIK ASOOK ONDERHOUD VAN BIOMETRIESE TOEGANGSBEHEER, AFSTANDTOEGANGSHEKKE EN DIE TYD EN BYWONING STELSEL WAT INGESKAKEL WORD AAN DIE HOOFBEDIENER OP VERSKEIE MUNISIPALE PERSELE VIR 'N PERIODE EINDIG 30 JUNIE 2027**

**SLUITINGSdatum: 09 Desember 2024**  
**TYD VAN SLUITING: 12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **Minimum 1 CE of hoër** hê (Indien beoog om die siviele deel van die tender te subkontraakteer, word **CIDB-gradering van 1CE** van die subkontraakteur vereis. Indien nie gesubkontraakteerde bieder moet 'n **1CE of hoër**).

**NAVRAE:**

**Tender spesifikasies:** Joan Felix by 021 808 8441 : e-pos: Joan.Felix@stellenbosch.gov.za / Zingani Tshefu by 021 8088466: e-pos: Zingani.Tshefu@stellenbosch.gov.za

**Vkb vereistes:** Jeanette Williams by 021 808 8524; e-pos : Jeanette.Williams@stellenbosch.gov.za

**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **19 November 2024 om 11:00 by Verkeersdienste raadsaal, Joubertstraat 1 in Stellenbosch**. Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëldes tenders duidelik gemerk: **“B/SM 45/25 VOORSIENING, INSTALLASIE EN INGEBRUIK ASOOK ONDERHOUD VAN BIOMETRIESE TOEGANGSBEHEER, AFSTANDTOEGANGSHEKKE EN DIE TYD EN BYWONING STELSEL WAT INGESKAKEL WORD AAN DIE HOOFBEDIENER OP VERSKEIE MUNISIPALE PERSELE VIR 'N PERIODE EINDIG 30 JUNIE 2027”** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooides stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

<b>Prys</b>	<b>80</b>
<b>BBSEB</b>	<b>10</b>
<b>LIGGING</b>	<b>10</b>
<b>Totale punte vir Prys, BBSEB en ligging</b>	<b>100</b>

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. 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, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 468.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

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

G Mettler (Me)

**MUNISIPALE BESTUURDER**



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**TENDER NO.: B/SM 45/25**

**SUPPLY, INSTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT) (refer to page 84):</b>	<u><b>Rates based tender</b></u>		
<b>BBBEE LEVEL</b>			
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>YES</b>	<b>NO</b>

**DATE: November 2024**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Joan Felix**  
MANAGER TRAFFIC & LAW  
ENFORCEMENT SERVICES  
Tel. Number: **021 8088441**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

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G Mettler (Ms)  
**MUNICIPAL MANAGER**



#### TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 45/25 VOORSIENING, INSTALLASIE EN INGEBRUIK ASOOK ONDERHOUD VAN BIOMETRIESE TOEGANGSBEHEER, AFSTANDTOEGANGSHEKKE EN DIE TYD EN BYWONING STELSEL WAT INGESKAKEL WORD AAN DIE HOOFBEDIENER OP VERSKEIE MUNISIPALE PERSELE VIR 'N PERIODE EINDIG 30 JUNIE 2027**

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**SLUITINGSDATUM: 09 Desember 2024**  
**TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.**

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **Minimum 1 CE of hoër** hê (Indien beoog om die siviele deel van die tender te subkontraakteer, word **CIDB-gradering van 1CE** van die subkontraakteur vereis. Indien nie gesubkontraakteerde bieder moet 'n **1CE of hoër**).

**NAVRAE:**

**Tender spesifikasies:** Joan Felix by 021 808 8441 : e-pos: Joan.Felix@stellenbosch.gov.za / Zingani Tshefu by 021 8088466: e-pos: Zingani.Tshefu@stellenbosch.gov.za

**Vkb vereistes:** Jeanette Williams by 021 808 8524; e-pos : Jeanette.Williams@stellenbosch.gov.za  
**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **19 November 2024 om 11:00 by Verkeersdienste raadsaal, Joubertstraat 1 in Stellenbosch**. Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëldde tenders duidelik gemerk: **“B/SM 45/25 VOORSIENING, INSTALLASIE EN INGEBRUIK ASOOK ONDERHOUD VAN BIOMETRIESE TOEGANGSBEHEER, AFSTANDTOEGANGSHEKKE EN DIE TYD EN BYWONING STELSEL WAT INGESKAKEL WORD AAN DIE HOOFBEDIENER OP VERSKEIE MUNISIPALE PERSELE VIR 'N PERIODE EINDIG 30 JUNIE 2027”** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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





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

<b>Prys</b>	<b>80</b>
<b>BBSEB</b>	<b>10</b>
<b>LIGGING</b>	<b>10</b>
<b>Totale punte vir Prys, BBSEB en ligging</b>	<b>100</b>

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. Tenderaars moet gereistreer 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 Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 468.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

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

G Mettler (Me)  
**MUNISIPALE BESTUURDER**



**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 45/25	CLOSING DATE:	09 December 2024	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, INSTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]			
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	Rates based tender			
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	Finance (SCM)		CONTACT PERSON	Joan Felix			
CONTACT PERSON	Jeanette Williams		TELEPHONE NUMBER	021 8088441			
TELEPHONE NUMBER	021 808 8524		FACSIMILE NUMBER	N/A			
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Joan.Felix@stellenbosch.gov.za			
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za						



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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:**

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



**3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE**

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

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

*NB: Please note that no latecomers will be allowed.*

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



#### 4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

##### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

##### 3. PARTNERSHIP





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

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

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

#### 4. CONSORTIUM

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

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

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



## 5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

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

authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

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

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

*Note*

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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



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

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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



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

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

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

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

**F2.2.1** 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.

**F2.2.2** 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**




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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.

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**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**

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**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.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

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



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

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

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

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

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

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

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

Where:

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

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :



- 
- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

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

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

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

**Where:**

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

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

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

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

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

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

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

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

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

**Where:**

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

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

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

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

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
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	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
<sup>a</sup> $P_m$ = 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**






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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.

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## **7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**

### **1. DEFINITIONS**

The following terms shall be interpreted as indicated:

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



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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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



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

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



#### 14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

#### 17. Prices

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

#### 18. Variation orders

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





## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



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

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**



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

## **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
  - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.





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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



## 8. GENERAL CONDITIONS OF TENDER

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

**PLEASE NOTE:**

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



## **7. Negotiations for a fair market related price**

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

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

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

## **9 Service Level Agreement**

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

## **10 Centralised Supplier Database**

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

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

**Centralised Supplier Database No. MAAA.....**



## 9. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 <sup>2</sup> 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:				

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official 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.

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



<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
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 <sup>3</sup> Employee Number

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

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official 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.



## 10. PROCUREMENT REGULATIONS 2022 – 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, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.

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



required by the purchaser.

## 2. DEFINITIONS

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



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

**80/20** or **90/10**

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

$P_{min}$  = Price of lowest acceptable bid

### 4.3 POINTS AWARDED FOR PRICE

**80/20**                      or                      **90/10**

$$P_S = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

$P_{max}$  = Price of highest acceptable bid

(b) Promotion of enterprises located in the municipal area (WCO24)



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

<b>B-BBEE Level of Contributor</b>	<b>Status</b>	<b>Number of Points for Preference System</b>	<b>Number of Points for 90/10 Preference Points System</b>
1		20	10
2		18	9
3		16	8
4		12	5
5		8	4
6		6	3
7		4	2
8		2	1
Non-compliant contributor		0	0

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

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



## 6. BID DECLARATION

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

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

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

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

## 8. SUB-CONTRACTING

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

(**Tick applicable box**)

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

8.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

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

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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



indicated in paragraph 1 of this form;

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

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



**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS**

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the



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prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
 Commissioner of Oaths

Signature & stamp

Date:



# 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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).<sup>4</sup> 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:

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



- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - 7.1. prices;
    - 7.2. geographical area where product or service will be rendered (market allocation)
    - 7.3. methods, factors or formulas used to calculate prices;
    - 7.4. the intention or decision to submit or not to submit, a bid;
    - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
    - 7.6. bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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



### 13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

**NOTE:**

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

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



**15. FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

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



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## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**





## 16. SPECIFICATIONS

### 1. BACKGROUND

- 1.1. Stellenbosch Municipality has standardized on its biometric access control (Impro Portal Pro) and time and attendance (Kronos) and herewith invites prospective service providers to adhere to this tender for the supply, installation, and commissioning as well as maintenance of biometric access control, remote access gates, booms and time and attendance to be link to the main server at main office, 14 Plein Street, Stellenbosch.

### 2. DESCRIPTION OF WORKS

- 2.1. The Stellenbosch Municipality requires the services of a competent service provider to supply, install and commission as well as maintenance of biometric access control, remote access gate, booms and time and attendance to be linked to the main server at various Municipal sites for a period ending 30 June 2027. Although most sites are linked to the server at 14 Plein Street, Stellenbosch is it the User Departments prerogative not to link all sites to the main site, these sites will be communicated to the supplier.
- 2.2. All the necessary materials, labor, plant, equipment, tools, etc. should be supplied by the successful service provider for the works as specified. The total cost must also allow for Supervision, Overheads and Profit and are to be built into the unit rates.

### 3. SERVICE PROVIDERS TO TAKE NOTE OF THE FOLLOWING:

- 3.1. Bidders take note that the new system must be able to draw a report for the monitoring of time and attendance for each entry and exit points.
- 3.2. The tender should be accompanied with color brochures with specification for any equivalent equipment being priced.
- 3.3. All contractors must complete prices on the attached bill of quantities.
- 3.4. Bidders shall be registered and in good standing with the South African Revenue Service (SARS).
- 3.5. It is required that the contractor is able to perform the tasks himself or alternatively have people in his employment that are capable of performing the tasks at hand to the

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



required standard.

- 3.6. The Successful contractor will on his own have to request a way leave from the different departments within the municipality and will be held liable for any damage to existing services.
- 3.7. The successful Contractor shall commence with the work within five (5) working days from receiving the instruction to do so. Failure to comply with this condition could lead to the cancellation of the tender.
- 3.8. A single supplier will be appointed for this tender.
- 3.9. In terms of the Construction Regulations 2014 of the Occupational Health and Safety Act, Act No. 85 of 1993 as amended, the Client shall provide the Contractor with a Health and Safety Specification to which the Contractor shall respond within ten (10) working days by submitting a Health and Safety Plan for approval by the Client's Safety Officer. The Contractor must allow for the compulsory equipment and clothing, i.e. safety hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, health and safety posters, boards etc.
- 3.10. Bidders who are found NON-RESPONSIVE will not be further evaluated.
- 3.11. Site inspections are available but not compulsory. Can be discussed at clarification meeting.
- 3.12. The service providers must comply with the municipality's safety regulations and ensure that the following, but not limited to, are available:
  - PPE etc.
- 3.13. The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - Class of Construction Works: 1CE or higher. If intended to subcontract, the civil part of the tender, CIDB grading of 1CE is required from the subcontractor. If not subcontracted, bidder must have a 1CE or higher (Please submit the subcontractor CIDB certificates or CRS no with the tender document – see pre-qualifications)

#### 4. SITES AND INSTALLATION/MAINTENANCE LOCATIONS

- 4.1. Herewith the list of installations of time and attendance and access control at various buildings within the WC024. Note: Points may change based on operational

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



requirements.

**a. Main Gates and Booms:**

- i. Boom entrance to the main building
- ii. Main entrance gate to main building
- iii. Main gate at the councilor's parking
- iv. Front and back gates at Traffic department
- v. Beltana depot entrance gate (in and out)
- vi. Beltana booms (in and out)

**b. Main Building:**

- i. Entrance to Neethling's huis from the main gate into main building
- ii. Entrance doors to De Witthuis x4 doors
- iii. Entrance to glass door near elevator
- iv. Entrance to security foyer x2 doors
- v. Entrance to the library and main building
- vi. Ground floor doors on both sides
- vii. 1st floor doors on both sides
- viii. 2nd floor doors on both sides
- ix. 3rd floor doors on both sides
- x. 4th floor door (only 1 door)

**c. Mayor's Office Wing:**

- i. Glass entrance door near elevator
- ii. Committee room doors on both sides
- iii. Entrance door next to council chambers

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



**d. Town Hall:**

- i. Back entrance next to kitchen

**e. Ecclesia Building:**

- i. Entrance into the building Entrance to garage parking
- ii. Simonsplein Parking (linked to Ecclesia)

**f. Traffic Department:**

- i. Entrance to main building and back
- ii. Roadworthy section entrance
- iii. Middle door entering the passage
- iv. Cashier's office
- iv. Roadworthy cashier's office
- v. Middle door entering to license section
- vi. Front entrance license area
- vii. Boardroom / office entrance of Senior Manager Protection Services

**g. Hoffman Street Office – Law Enforcement:**

- i. Front entrance door
- ii. Back door
- iii. Board Room

**h. Fire Station: Stellenbosch**

- i. 4x doors
- ii. Computer room at Control Room

**i. NPK building:**

- i. Front entrance door

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



- ii. 4 x Ground floor
- iii. Entrance floors: 1st, 2nd, 3rd and 4th floor

**j. Community Safety offices:**

- i. Front entrance door, 123 Merriman Avenue (in and out)
- ii. 21 Simonsberg Street offices x1 (in and out) close to the front door as an additional point.

**k. Libraries:**

- i. Front entrance doors: Kayamandi, Pniel, Idas valley, Franschhoek, Jamestown, Cloetesville, Plein Street, Groendal and Klapmuts
- ii. The back interleading door from library to main building/ outside parking area behind main building.
- iii. There is no access control at the library door. Staff often use this as an exit or entry point.

**l. Wastewater Treatment Office:**

- i. Front entrance door x2 Beltana
- ii. Wemmershoek Wastewater Treatment Works x2
- iii. Paradyskloof WTW x2
- iv. Idas Valley WTW x2

**m. Franschhoek main building:**

- i. Entrance door front entrance door x2
- ii. Electricity stores front entrance door x2
- iii. La Motte Engineering Stores front entrance door x2
- iv. Franschhoek Parks building front entrance door x2

**n. Pniel:**

- i. Administration front entrance door x2

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



- ii. Pniel Wastewater Treatment Works x2

**o. Klapmuts:**

- i. Multi Centre x2
- ii. Klapmuts Wastewater Treatment Works x2
- iii. Klapmuts Transfer Station x2

**p. Kayamandi:**

- i. Kayamandi Corridor x2

**q. Franschhoek:**

- i. Franschhoek Drop Off x2
- ii. Franschhoek Water Depot @ Reservoir x2
- iii. Franschhoek Office Side entrance x2
- iv. Franschhoek Electricity Depot x2

**r. Devon Valley:**

- i. Devonvalley Landfill Site x2
- ii. Devonvalley MRF x2

**s. Parks offices**

- i. Beltana Nursery x2
- ii. Beltana parks x2
- iii. Franschhoek Parks reservoir street x2
- iv. Papegaaiberg Cemetery x2
- v. Jamestown Cemetery x2
- vi. Groendal Cemetery can clock in at Groendal Hall. x2
- vii. Pniel staff to clock in at Pniel Offices x2

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



## 5. GENERAL

- 5.1. The Municipality reserves the right to accept portions of the Bid and are not obligated to accept the whole Bid. The Municipality reserves the right to change the location of equipment, if necessary.
- 5.2. The contractor shall be responsible for any rubble and/or obsolete equipment caused by his work, to be kept in orderly piles at a pre-arranged spot for removal by the contractor before the contract is completed.
- 5.3. The tenderer is required to submit rates as per the bill of quantities. These rates are deemed to be inclusive of all costs for all elements to make the system complete and fully functional, no variations will be paid.
- 5.4. The site should be reinstated to its original state after works have been completed.
- 5.5. The bidder shall provide any software maintenance patches and version updates or upgrades at no- additional cost to the owner for a period ending 30 June 2027.
- 5.6. Only one bidder will be appointed for this tender.
- 5.7. Prices provided in the pricing schedule must be fixed and valid for each financial year as indicated. Prices provided should include any escalations, no price increase will be allowed after the tender has been submitted to Stellenbosch Municipality.
- 5.8. The service provider must make use of 100% unskilled local labor for civil related works.
- 5.9. The bidder will sign off and hand over each completed job card to the Stellenbosch Municipality.
- 5.10. Tender prices to be market related.

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID**

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





## 6. TECHNICAL SPECIFICATIONS

<b>6.1. 3D FINGERPRINT DEVICE – MORPHO WAVE COMPACT BY IDEMIA (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.1.1.	<ul style="list-style-type: none"> <li>• Wall mounted</li> <li>• CPU: Nvidia ARM Cortex/ Equivalent –A15 Quad Core 21GHz</li> <li>• 4.3 WVGA color capacitive touch screen</li> <li>• Loudspeakers &amp; microphone intercom function</li> <li>• Audio &amp; video player</li> <li>• Touchless fingerprint sensor – Hand presence detection QR code scanning capability</li> <li>• Contactless reader options: Prox, iClass, Mifare/DesFire</li> <li>• Tamper switches</li> <li>• Internal storage capacity: 16GB Flash, 2GB RAM</li> <li>• 20 000 user records (2*4 fingers each) for 1:N identification, extendable to 40 000 with licences, 250 000 ID's in authorized user list, 1 Million transaction logs</li> <li>• Network / Communication – Ethernet, RS485, RS422, USB, WiFi and 4G options</li> <li>• Inputs/outputs</li> <li>• Wiegand in &amp; out (customizable up to 512 bits) Door relay, 3 GPI (including door monitoring) 3GPO</li> <li>• Power supply – 12 to 24V DC (2.5A min @12V), power over Ethernet with PoE plus switches</li> <li>• Operating conditions: IP65</li> <li>• HxWxD – 250 * 152 * 216mm, (9.9*6*8.5 in)</li> <li>• Weight – 2.2kg (4.85lb)</li> <li>• EMC / Safety standards: CE, CB, FCC</li> <li>• RoHS, Reach and WEEE compliant</li> </ul>		

<b>6.2. CONTACTLESS 3D FINGERPRINT DEVICE – MORPHO WAVE COMPACT BY IDEMIA (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.2.1.	<ul style="list-style-type: none"> <li>• Captures and matches 4 fingers on either right or left hand, in any direction</li> <li>• Immune to environmental factors (external light, dust)</li> <li>• No latent prints left on scanner</li> <li>• Mitigates hygiene concerns</li> <li>• Support mifare cards and Pin codes</li> </ul>		

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



<b>6.3. HIKVISION FACIAL RECOGNITION TERMINAL - SPECIFICATION ON FACE RECOGNITION TERMINAL (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.3.1.	<ul style="list-style-type: none"> <li>To be installed indoor</li> <li>Temperature range from 30 °C to 45 °C</li> <li>Sensor - Vanadium oxide uncooled sensor</li> <li>Resolution at 120x160</li> <li>Frame rate at 25fps</li> <li>Accuracy at <math>\pm 0.5</math> °C, without black body calibration</li> <li>Measuring distance from 0.5 to 1.5m</li> <li>Screen size at 7 inches</li> <li>Screen type and operation method - Touch screen</li> <li>Camera pixel and lens - 4mp with dual-lens</li> <li>Wired network to support 10/100/1000 Mbps self-adaptive</li> <li>Network interface - 1</li> <li>Lock output – 1</li> <li>Exit button - 1</li> <li>Door contact input - 1</li> <li>Card authentication type - Mifare 1 card</li> <li>Function to perform face anti spoofing and audio prompt - To support both</li> <li>Operating temperature from 0 °C to 50 °C</li> <li>Working humidity from 10 to 90% (no condensing)</li> </ul>		

<b>6.4. HIKVISION FACIAL RECOGNITION TERMINAL (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.4.1.	<ul style="list-style-type: none"> <li>Body temperature measurement, measurement read will appear on the authentication page</li> <li>Upload abnormal temperature event to the center</li> <li>Recognition distance between person and unit 0.5 to 1.5m</li> <li>A user's face is detected and read temperature without prior authentication</li> <li>Users maybe authenticated by card and temperature, face and temperature or card and face and temperature</li> <li>User wearing or not wearing a face mask, if user does not wear a face mask the device will via voice reminder inform the user to wear a mask, the authentication or attendance of the user will failed.</li> <li>Abnormal body temperature readings will trigger a voice prompt.</li> <li>A door status may be configured (open/close) when detecting an abnormal temperature reading</li> </ul>		

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



<b>6.4. HIKVISION FACIAL RECOGNITION TERMINAL (OR EQUIVALENT)</b>			
<b>Item No</b>	<b>Description</b>	<b>Compliance</b>	
		<b>Yes</b>	<b>No</b>
	<ul style="list-style-type: none"> <li>Online / offline temperature information will be transmitted to the clients software via TCP/IP communication and will save the data on the client software</li> <li>Face recognition accuracy rate should rate 99%</li> <li>A capacity of 50 000 face capacity, 50 000 card capacity and 100 000 event capacity</li> <li>Terminal to connects to external access controller or Wiegand card reader via Wiegand protocol</li> <li>Connect to secure door control unit via RS 485 protocol to avoid the door opening when the terminal is destroyed</li> </ul>		

<b>6.5. FACIAL RECOGNITION ACCESS CONTROL - VISION PASS BY IDEMIA (OR EQUIVALENT)</b>			
<b>Item No</b>	<b>Description</b>	<b>Compliance</b>	
		<b>Yes</b>	<b>No</b>
6.5.1.	<ul style="list-style-type: none"> <li>CPU: Nvidia ARM Cortex/equivalent –A15 quad – core 2.1GHz</li> <li>7 WVGA color capacitive touchscreen</li> <li>Loudspeaker &amp; microphone</li> <li>Audio &amp; video player</li> <li>Touchless face sensor – visible light camera (2D), Infrared camera (2D), 3D camera</li> <li>Contactless reader options: Prox, iClass Mifare/Desfire, Natively supports Pin code</li> <li>Tamper switches</li> <li>Internal storage capacity: 20 000 user records extendable up to 40 000 with license 250 000</li> <li>ID's in authorized user list, 1 million transaction logs</li> <li>Network / communication: Ethernet, RS485, RS422, USB, WiFi and 4G options</li> <li>Inputs/outputs – Wiegand in &amp; out (customizable up to 512 bits), OSDP, door relay, 3GPI, (including door monitoring), 3 GPO</li> <li>Power supply: 12 to 24V DC (3A min @12V)</li> <li>Operating conditions: Temperature - -10o &gt;=+45OC, (14 o &gt;131oF)-Humidity: 10%&gt;80% (non-condensing)</li> <li>Ingress protection: IP65</li> <li>HxWxD: 325x143x110 mm / 12.8x5.6x4.3 in</li> <li>Weight: 1,1kg / 4.631lbs</li> <li>EMC/Safety standards: CE, CB, FCC RoHS, Reach and Weee compliant</li> </ul>		

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



<b>6.6. FACIAL RECOGNITION ACCESS CONTROL - VISION PASS BY IDEMIA (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.6.1.	<ul style="list-style-type: none"> <li>Hands free do not need to interact with the device</li> <li>Wide angle detection for persons of all sizes (1.20-200M) and side approach</li> </ul>		

<b>6.7. ANPR CAMERA (AUTOMATIC NUMBER PLATE READER), FEES AND SIM CARD ACCESS CONTROL</b>			
Item No	Description	Compliance	
		Yes	No
6.7.1.	<ul style="list-style-type: none"> <li>The Hikvision ANPR (automatic number-plate recognition) 4AMP bullet cameras with 2.8 12mm lens has wiegand capabilities.</li> <li>The Hikvision Integrate licence per camera (MS -LPR-CAM)</li> <li>The Impro Cluster and wiegand module is needed to integrate the cameras with the Impro software.</li> <li>Must be manually override for emergency vehicles.</li> <li>Cellswitch Infinity (LTE/4G) with Bluetooth access control when network is down.</li> <li>Link and manage all ET NICE remotes from cloud to built in server.</li> <li>Monitor and manage registered employees, visitor OTP's (One Time Pin), remotes/tags and vehicles (up to 2000 plus entries).</li> <li>Must include 1<sup>st</sup> year's subscription and to be invoiced after each year.</li> <li>All SIM cards to be RICA registered within the Municipality's account name.</li> <li>Each new user to receive instructions via SMS or email on how to utilize access control feature.</li> </ul>		

<b>6.8. UPASS REACH READER SPECIFICATIONS (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.8.1.	<ul style="list-style-type: none"> <li>9942319 Upass Reach</li> <li>9945466 uPass Reach</li> <li>Dimensions 200 x 220 x 45mm Color : RAL 7035 aluminium chassis</li> <li>Weight: 0.75kg</li> <li>Protection class: IP65</li> <li>Material: Aluminium chassis with UL94 ABS cover Operating temperature: -30 + 60 2oC</li> <li>Storage temperature: -30 + 60 2oC</li> </ul>		

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



<b>6.8. UPASS REACH READER SPECIFICATIONS (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
	<ul style="list-style-type: none"> <li>Relative humidity: 10% ...93% relative humidity, non-condensing</li> <li>Power supply: 12 ...24VDC + 10% linear supply recommended</li> <li>Power consumption: 1A @12VDC, 0.5@VDC</li> <li>Read range: Up to 5 meters (16.4 feet) with passive Nedap UHF tags</li> <li>Operating frequency: 865-868 MHz UPASS Reach Region 1</li> <li>Operating frequency: 902 – 928 MHz Upass Reach Region 2 &amp; 3 Antenna polarization: Horizontal</li> <li>Air interface: According to ISO 18000-6 C; EPC Gen 2</li> <li>Communication interfaces: RS232, RS422 and USB service interface</li> <li>Communication protocols: OSDP, CR/LF, DC2/DC4 and various OEM protocols (see uPass firmware guide)</li> <li>Relay output: 1 relay output, (NO common, NC), 24 VDC 2A</li> <li>Input: Read disable input; 3 x TTL general purpose inputs</li> <li>Output: Wiegand, Magstripe (Clock &amp; data)</li> <li>Cable specifications: Wiegand -150m (500ft) 22AWG</li> <li>Tamper switch: Magnetic switch, normally closed</li> <li>Standards: CE, FCC, IC, ACMA, UL294, South Korea, Vietnam, Singapore</li> <li>Optional accessories: 9875840 Adjustable mounting bracket</li> <li>9943803 UHF Pole mounting kit, 7591152 UHF Weather Protection Hood</li> </ul>		

<b>6.9. UPASS REACH READER (OR EQUIVALENT)</b>			
Item No	Description	Compliance	
		Yes	No
6.9.1.	<ul style="list-style-type: none"> <li>Automatic vehicle identification</li> <li>Read range up to 5 metres (16.4 feet)</li> <li>Operates with passive UHF cards (EPC Gen 2)</li> <li>Adjustable read range</li> <li>Supported communication interfaces: OSDP, Wiegand, RS232 and RS422</li> <li>OSDP v2 supported including secure channel protocol</li> </ul>		

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



### 6.10. SERVER HARDWARE

Item No	Description	Compliance	
		Yes	No
6.10.1	<b>Minimum Specifications for Required Server Hardware:</b> <ul style="list-style-type: none"> <li>Chassis type: Tower</li> <li>Processor: 10<sup>th</sup> Gen i7 Core with at least 3.60/4.90 GHz (25MB cache, 12 cores)</li> <li>Internal Memory: Minimum 8GB DDR4 SDRAM, 3200MHz clock speed</li> <li>Storage: 1x 256GB SSD and 1x 4TB additional HDD</li> <li>Onboard Graphics: Minimum Gigabyte or ATI Radeon UHD 2GB chipset</li> <li>Power Supply: Minimum 180 W</li> <li>Ports and Slots: USB 2.0 type A USB 3.0/2 Gen 1 Type A Line Out HDMI Display Port Lock Slot Expansion Slots</li> <li>Mouse and keyboard (USB type) included (not wireless)</li> </ul> <b>Server must be compatible with required Enterprise software</b>		

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



## 6.11. CIVIL WORKS

Item No	Description	Compliance	
		Yes	No
6.11.1	<b>CIVIL WORKS CONSISTING OF (BUT NOT LIMITED TO):</b> <i>All civil works requires 100% unskilled local labour.</i>		
	<b>i. Civils related items</b>		
	<ul style="list-style-type: none"> <li>Trenching in hard soil and soft soil</li> </ul>		
	<ul style="list-style-type: none"> <li>Reinstalment of roads and paving</li> </ul>		
	<ul style="list-style-type: none"> <li>Bidirectional Drilling</li> </ul>		
	<ul style="list-style-type: none"> <li>Core Drilling</li> </ul>		
	<b>ii. Cabling</b>		
	<ul style="list-style-type: none"> <li>Fiber Optic supply and installation (as and when needed)</li> </ul>		
	<ul style="list-style-type: none"> <li>Splice and OTDR testing of cabling</li> </ul>		
	<b>iii. Network</b>		
	<ul style="list-style-type: none"> <li>SFP for Fiber Optic backbone</li> </ul>		
	<b>iv. Power</b>		
	<ul style="list-style-type: none"> <li>Supply and installation of UPS to protect POE switches and ensure uptime of end devices (UPS listed under Item K of pricing schedule).</li> </ul>		
	<b>v. Goosenecks</b>		
	<ul style="list-style-type: none"> <li>For any readers meant to be installed at parking booms etc.</li> </ul>		
	<ul style="list-style-type: none"> <li>Manufactured stainless steel</li> </ul>		
	<b>vi. Conduit items</b>		
	<ul style="list-style-type: none"> <li>Pipes</li> </ul>		
	<ul style="list-style-type: none"> <li>Round boxes</li> </ul>		
	<ul style="list-style-type: none"> <li>Coupling</li> </ul>		

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



### 6.11. CIVIL WORKS

Item No	Description	Compliance	
		Yes	No
	<ul style="list-style-type: none"> <li>• Bends</li> <li>• Saddles</li> <li>• Adaptors</li> <li>• Sprague (per meter to run cable in)</li> <li>• 4x4 boxes (size suitable to install cable)</li> <li>• Plinth 50x50 cm</li> <li>•</li> </ul> Any other items not listed.		

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





## 17. PRE-QUALIFICATION SCORE SHEET

### 7. PRE-QUALIFICATION

Bidders must comply with the pre-qualification requirements set out below. Should a bidder fail any of the pre-qualification categories, the bidder will be disqualified and regarded as **NON-RESPONSIVE**.

#### 7.1. Pre-qualification 1(a)

- Bidders must submit proof of at least 2 completed similar projects in the last 5 years **for the supply and installation of Impro Portal Pro biometric access systems**. For this purpose, the following must be completed. Bidders who fail to complete the table below will be disqualified and regarded as **NON-RESPONSIVE**.

COMPANY	CONTACT REFERENCE	TYPE OF WORK/PROJECT COMPLETED	VALUE OF CONTRACT	DURATION OF CONTRACT

#### 7.2. Compulsory Clarification Meeting 1(b)

- Bidders that do not attend the compulsory clarification meeting will be regarded as **NON-RESPONSIVE**, and their bids will not be evaluated.

#### 7.3. Pre-qualification 1(c)

- Bidders must submit the following documents with their return bid. Should a bidder fail to attach these documents to their return bid, the bidder will be disqualified and regarded as **NON-RESPONSIVE**.

##### Documents to be submitted with return bid:

- Impro Portal Pro Cabling and Portal Hardware Installation Certificate.
- Impro Portal Pro Software and configuration Certificate.
- Impro Portal Pro Biometric and Integration Certificate.
- Class of Construction Works: 1CE or higher. If intended to subcontract, the civil part of the tender, CIDB grading of 1CE is required from the subcontractor. If not subcontracted, bidder must have a 1CE or higher

**Only certificates will suffice. Please DO NOT attach technician's CV to return bid.**

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



**18. SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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


**19. SCHEDULE OF SUBCONTRACTORS**

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

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

Attach additional pages if more space is required.

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



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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## 22. CERTIFICATE OF REGISTRATION WITH CIDB

### CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



### 23. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

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

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

#### 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: 45/25**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	Rates based tender
In words:	Rates based tender
	Rates based tender

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

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



## 2. ACCEPTANCE

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

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





## 24. PRICING SCHEDULE

**NOTE:**

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

I / We \_\_\_\_\_

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

of the firm \_\_\_\_\_

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

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

**Please note the following:**

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

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**PRICING SCHEDULE:**

**CONDITIONS**

- i. Only firm prices will be accepted.
- ii. Offer to be valid for 180 days from the closing date of bid.
- iii. The pricing schedule received back from the bidder must be fixed for 3 financial years starting from date of award until 30 June 2027.
- iv. Bidders are required to provide unit prices on Item A to Item L. Please refrain from leaving a unit price empty. If there is not price linked to the unit, bidders are required to give a reason.
- v. If an item is discontinued, please provide an item with equivalent specifications (attached brochures)
- vi. No upfront payments will be made.
- vii. Final payment to the service providers will only be on final completion and implementation of the project.
- viii. Any fees or remuneration are inclusive of Value Added Tax where applicable

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**ITEM A - SUPPLY AND INSTALL IDEMIA VISION PASS INTEGRATION FACIAL RECOGNITION READERS (OR EQUIVALENT) x 6**

ITEM A			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
1.	Impro cluster controller with 1 x Wiegand reader module in plastic housing or equivalent	1	R	R	R	R	R	R	R	R	R
2.	Facial recognition reader for up to 5 000 users	1	R	R	R	R	R	R	R	R	R
3.	300kg maglocks with ZL bracket	1	R	R	R	R	R	R	R	R	R
4.	Hydraulic door closer	1	R	R	R	R	R	R	R	R	R
5.	5 Port Gigabit switch	1	R	R	R	R	R	R	R	R	R
6.	PSU – 5 Amp power store 13.6VDC with space for 17AH battery	1	R	R	R	R	R	R	R	R	R
7.	12VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R

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ITEM A - SUPPLY AND INSTALL IDEMIA VISION PASS INTEGRATION FACIAL RECOGNITION READERS (OR EQUIVALENT) x 6											
ITEM A			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
8.	FR02-1Green mechanical emergency door release switch – key resettable	1	R	R	R	R	R	R	R	R	R
9.	Mylar 4 pair 0.22mm (fingerprint readers)	1	R	R	R	R	R	R	R	R	R
10.	CAT6 cable (fingerprint readers)	1	R	R	R	R	R	R	R	R	R
11.	Unlock token for facial reader	1	R	R	R	R	R	R	R	R	R
12.	Black 2 core 0.75mm cabtyre (Maglock)	1	R	R	R	R	R	R	R	R	R
13.	No touch free exit push button	1	R	R	R	R	R	R	R	R	R
14.	IP point	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

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ITEM B - SUPPLY AND INSTALL IMPRO QUAD TRANSMITTERS FOR ACCESS CONTROL (REMOTE SYSTEM) OR EQUIVALENT											
ITEM B			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
15.	Impro cluster controller with 1 Wiegand reader module in plastic housing	1	R	R	R	R	R	R	R	R	R
16.	Impro UHF receiver – 4 channel 433.92MHz	1	R	R	R	R	R	R	R	R	R
17.	Large metal enclosure 600x400x200 epoxy grey ACDC IP65 for housing components	1	R	R	R	R	R	R	R	R	R
18.	PSU – 5 Amp power store	1	R	R	R	R	R	R	R	R	R
19.	13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
20.	12 VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
21.	Mylar 4 pair 0.22mm (HF reader)	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

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ITEM C - SUPPLY AND INSTALL: LINK NEW DOOR TO EXISTING PORTAL SITE x 10											
ITEM C			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
22.	Impro Cluster Controller with 1 Wiegand Reader Module to link to 2 doors or equivalent	1	R	R	R	R	R	R	R	R	R
23.	Mylar 4 pair 0.22mm and lock wire 0.75 2core cab wire	1	R	R	R	R	R	R	R	R	R
24.	CAT6 cable per meter from door controller to door	1	R	R	R	R	R	R	R	R	R
25.	PSU – 5 Amp power store 13.6VDC with space for 17 AH	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

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ITEM D - SUPPLY AND INSTALL GATE MOTORS (CENTURION OR EQUIVALENT) x 4											
ITEM D			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
26.	Centurion (or equivalent) gate motor capable for holding up to 500kg including wiring	1	R	R	R	R	R	R	R	R	R
27.	Motor tracks (6m) plus wheel track installation	1	R	R	R	R	R	R	R	R	R
28.	Gate beams all-inclusive set of 2	1	R	R	R	R	R	R	R	R	R
29.	230 AC Power	1	R	R	R	R	R	R	R	R	R
30.	Including plinth for motor 400x400x400mm	1	R	R	R	R	R	R	R	R	R
31.	Including commissioning to existing access control system	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

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**ITEM E - SUPPLY AND INSTALL SWING GATE MOTORS (CENTURION OR EQUIVALENT) (SET OF 2 MOTORS) x 2**

ITEM E			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
32.	Centurion (or equivalent) gate motor capable for holding up to 500kg including wiring	1	R	R	R	R	R	R	R	R	R
33.	Rim lock	1	R	R	R	R	R	R	R	R	R
34.	Gate beams all-inclusive set of 2	1	R	R	R	R	R	R	R	R	R
35.	230 AC Power	1	R	R	R	R	R	R	R	R	R
36.	Including plinth for motor 400x400x400mm	1	R	R	R	R	R	R	R	R	R
37.	Including commissioning to existing access control system	1	R	R	R	R	R	R	R	R	R
<b>Line Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Line Total Incl. VAT</b>				R			R			R	

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ITEM F - SUPPLY AND INSTALL BOOMS AUTOMATIC ROAD BARRIERS - GARD4- G4041/G4041L (OR EQUIVALENT) x 4											
ITEM F			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
38.	Boom control system complete including plinth connected to AC power	1	R	R	R	R	R	R	R	R	R
39.	Remotes	1	R	R	R	R	R	R	R	R	R
40.	Loop detector 12/24 Volt AC/Dc	1	R	R	R	R	R	R	R	R	R
41.	24V Barrier Unit Control Panel	1	R	R	R	R	R	R	R	R	R
42.	Aluminum boom 4m Long	1	R	R	R	R	R	R	R	R	R
43.	Battery 7.0Ah 12V DC	1	R	R	R	R	R	R	R	R	R
44.	Including commissioning to existing access control system	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	

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ITEM F - SUPPLY AND INSTALL BOOMS AUTOMATIC ROAD BARRIERS - GARD4- G4041/G4041L (OR EQUIVALENT) x 4											
ITEM F			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

ITEM G – SUPPLY AND INSTALL MORPHO WAVE TOUCHLESS FINGERPRINT COMPACT (OR EQUIVALENT) x 4											
ITEM G			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
45.	Touchless 3D fingerprint reader up to 5 000 users	1	R	R	R	R	R	R	R	R	R
46.	FR02 – Green mechanical emergency door release switch – key resettable	1	R	R	R	R	R	R	R	R	R

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**ITEM G – SUPPLY AND INSTALL MORPHO WAVE TOUCHLESS FINGERPRINT COMPACT (OR EQUIVALENT) x 4**

ITEM G			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
47.	CAT6 cable (fingerprint readers)	1	R	R	R	R	R	R	R	R	R
48.	Black 2 core 0.75mm cabtyre (Maglock)	1	R	R	R	R	R	R	R	R	R
49.	No touch free exit push button	1	R	R	R	R	R	R	R	R	R
50.	IP point	1	R	R	R	R	R	R	R	R	R
51.	Impro cluster controller with 1 x Wiegand reader module in plastic housing	1	R	R	R	R	R	R	R	R	R
52.	300kg maglocks with ZL bracket	1	R	R	R	R	R	R	R	R	R
53.	Hydraulic door closer	1	R	R	R	R	R	R	R	R	R
54.	5 Port Gigabit switch	1	R	R	R	R	R	R	R	R	R

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ITEM G – SUPPLY AND INSTALL MORPHO WAVE TOUCHLESS FINGERPRINT COMPACT (OR EQUIVALENT) x 4											
ITEM G			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
55.	PSU – 5 amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
56.	Unlock token for IDEMIA MorphoWave Compact MD /z equivalent	1	R	R	R	R	R	R	R	R	R
57.	12VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
<b>Line Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Line Total Incl. VAT</b>				R			R			R	

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ITEM H – SUPPLY AND INSTALL HIKVISION FACIAL RECOGNITION TERMINAL (OR EQUIVALENT) x 2											
ITEM H			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
58.	Battery 7.0Ah 12V DC	1	R	R	R	R	R	R	R	R	R
59.	Flashing Dome Light Includes rubber impact bumper	1	R	R	R	R	R	R	R	R	R
60.	CAT5 Wire pm	1	R	R	R	R	R	R	R	R	R
61.	FR02 – Green mechanical emergency door release switch – key resettable	1	R	R	R	R	R	R	R	R	R
62.	CAT6 cable (fingerprint readers)	1	R	R	R	R	R	R	R	R	R
63.	Black 2 core 0.75mm cabtyre (Maglock)	1	R	R	R	R	R	R	R	R	R
64.	No touch free exit push button	1	R	R	R	R	R	R	R	R	R
65.	IP point	1	R	R	R	R	R	R	R	R	R

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ITEM H – SUPPLY AND INSTALL HIKVISION FACIAL RECOGNITION TERMINAL (OR EQUIVALENT) x 2											
ITEM H			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
66.	Impro cluster controller with 1 x Wiegand reader module in plastic housing. <b>or equivalent</b>	1	R	R	R	R	R	R	R	R	R
67.	300kg maglocks with ZL bracket	1	R	R	R	R	R	R	R	R	R
68.	Hydraulic door closer	1	R	R	R	R	R	R	R	R	R
69.	5 Port Gigabit switch	1	R	R	R	R	R	R	R	R	R
70.	PSU – 5 amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
71.	12VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
72.	Unlock token for Hikvision DS-DSK1T671M-3XF Ultra series + thermal terminal license for portal or equivalent	1	R	R	R	R	R	R	R	R	R

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ITEM H – SUPPLY AND INSTALL HIKVISION FACIAL RECOGNITION TERMINAL (OR EQUIVALENT) x 2											
ITEM H			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
73.	Hikvision DS-DS-K1T671TM-3XF Ultra series + thermal/facial reader or equivalentc	1	R	R	R	R	R	R	R	R	R
Line Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Line Total Incl. VAT				R			R			R	

ITEM I – SUPPLY AND INSTALL VISION PASS FACIAL RECOGNITION ACCESS CONTROL DEVICE (OR EQUIVALENT)											
ITEM I			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
74.	Battery 7.0Ah 12V DC	1	R	R	R	R	R	R	R	R	R

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**ITEM I – SUPPLY AND INSTALL VISION PASS FACIAL RECOGNITION ACCESS CONTROL DEVICE (OR EQUIVALENT)**

ITEM I			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
75.	Flashing Dome Light Includes rubber impact bumper	1	R	R	R	R	R	R	R	R	R
76.	CAT5 Wire pm	1	R	R	R	R	R	R	R	R	R
77.	FR02 – Green mechanical emergency door release switch – key resettable	1	R	R	R	R	R	R	R	R	R
78.	CAT6 cable (fingerprint readers)	1	R	R	R	R	R	R	R	R	R
79.	Black 2 core 0.75mm cabtyre (Maglock)	1	R	R	R	R	R	R	R	R	R
80.	No touch free exit push button	1	R	R	R	R	R	R	R	R	R
81.	IP point	1	R	R	R	R	R	R	R	R	R
82.	Impro cluster controller with 1 x Wiegand reader module in plastic housing	1	R	R	R	R	R	R	R	R	R
83.	300kg maglocks with ZL bracket	1	R	R	R	R	R	R	R	R	R
84.	Hydraulic door closer	1	R	R	R	R	R	R	R	R	R

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**ITEM I – SUPPLY AND INSTALL VISION PASS FACIAL RECOGNITION ACCESS CONTROL DEVICE (OR EQUIVALENT)**

ITEM I			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
85.	5 Port Gigabit switch	1	R	R	R	R	R	R	R	R	R
86.	PSU – 5 amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
87.	Unlock token for IDEMIA Vision Pass MD/MD or equivalent	1	R	R	R	R	R	R	R	R	R
88.	Vision Pass MDPI (Mifare, Desfire, Prox & iCLASS tag compatibility) reader or equivalent	1	R	R	R	R	R	R	R	R	R
89.	12VDC 17 AH battery – high quality deep discharge capability or equivalent	1	R	R	R	R	R	R	R	R	R
<b>Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Total Incl. VAT</b>				R			R			R	

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ITEM J – SUPPLY AND INSTALL UPASS REACH READER (OR EQUIVALENT) x 3											
ITEM J			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
90.	Impro cluster controller with 1 Wiegand reader module in plastic housing/ or equivalent	1	R	R	R	R	R	R	R	R	R
91.	Impro UHF receiver – 4 channel 433.92MHz or equivalent	1	R	R	R	R	R	R	R	R	R
92.	Large metal enclosure 600x400x200 epoxy grey ACDC IP 65 for housing components	1	R	R	R	R	R	R	R	R	R
93.	PSU – 5 Amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
94.	12 VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
95.	Mylar 4 pair 0.22mm (HF reader)	1	R	R	R	R	R	R	R	R	R
96.	NRU902-0-0-GB-00-uPass Reach (region 1) long range unit, up to 5 metres, with protection hood	1	R	R	R	R	R	R	R	R	R
97.	NRU903-0-0-GB-00-uPass Reach adjustable pole mounting bracket	1	R	R	R	R	R	R	R	R	R

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ITEM J – SUPPLY AND INSTALL UPASS REACH READER (OR EQUIVALENT) x 3											
ITEM J			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
98.	Cluster controller (No LCD, with one Wiegand reader module (supports 2 readers) or equivalent	1	R	R	R	R	R	R	R	R	R
99.	PSU – 5amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
100.	12VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
101.	NTU900-0-0-NN-00 UHF windshield tag with Impro branding or equivalent	1	R	R	R	R	R	R	R	R	R
102.	CAT6 cable (Cluster controller	1	R	R	R	R	R	R	R	R	R
<b>Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Total Incl. VAT</b>				R			R			R	

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
103.	12V gel batteries	1	R	R	R	R	R	R	R	R	R
104.	Control card Centurion (A10)	1	R	R	R	R	R	R	R	R	R
105.	GSM device for automatic opening and closing at set times	1	R	R	R	R	R	R	R	R	R
106.	Facial recognition reader for up to 5 000 users	1	R	R	R	R	R	R	R	R	R
107.	Portal registration reader	1	R	R	R	R	R	R	R	R	R
108.	Master Control Reader	1	R	R	R	R	R	R	R	R	R
109.	Sygma credit card	1	R	R	R	R	R	R	R	R	R
110.	Concrete plinth for motor 400x400x400mm	1	R	R	R	R	R	R	R	R	R
111.	Impro Cluster Controller with 1 x Wiegand Reader Module in plastic housing	1	R	R	R	R	R	R	R	R	R
112.	Impro UHF receiver- 4 channel 433.92MHz	1	R	R	R	R	R	R	R	R	R
113.	No touch exit buttons	1	R	R	R	R	R	R	R	R	R

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
114.	300kg Mag locks with ZL bracket	1	R	R	R	R	R	R	R	R	R
115.	Hydraulic door closer	1	R	R	R	R	R	R	R	R	R
116.	Trapez pedestrian access control for traffic barriers (1.5 metres, pre-assembled) or equivalent	1	R	R	R	R	R	R	R	R	R
117.	1000VA inverter with 10amp charger and 45AH deep cycle solar battery with 4 way 16 Amp multi-plug for extended battery backup	1	R	R	R	R	R	R	R	R	R
118.	Morpho MSO 300 or equivalent	1	R	R	R	R	R	R	R	R	R
119.	Fixed mount transmitter outdoor for existing sherlotronic gate	1	R	R	R	R	R	R	R	R	R
120.	2 button TX1-RC 434 MHz for existing gate	1	R	R	R	R	R	R	R	R	R
121.	4 button TX4-RC 434MHz for existing gate	1	R	R	R	R	R	R	R	R	R

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
122.	6 button TX-RC 434MHz for existing gate	1	R	R	R	R	R	R	R	R	R
123.	4 button ImproX Quad Transmitter remote control / TRK900	1	R	R	R	R	R	R	R	R	R
124.	Temperature detection / Thermal camera to be added to facial recognition readers	1	R	R	R	R	R	R	R	R	R
125.	Dual simcard switch with R320 data valid for 12 months	1	R	R	R	R	R	R	R	R	R
126.	Loop detector 12/24 Volt AC/Dc	1	R	R	R	R	R	R	R	R	R
127.	24V Barrier Unit including control Panel	1	R	R	R	R	R	R	R	R	R
128.	Aluminium boom 4m Long	1	R	R	R	R	R	R	R	R	R
129.	Red balancing Spring	1	R	R	R	R	R	R	R	R	R
130.	Red phosphorescent strips	1	R	R	R	R	R	R	R	R	R
131.	Battery Backup Card	1	R	R	R	R	R	R	R	R	R

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
132.	Battery 7.0Ah 12V DC	1	R	R	R	R	R	R	R	R	R
133.	Flashing Dome Light Includes rubber impact bumper	1	R	R	R	R	R	R	R	R	R
134.	UPASS Reach Reader for vehicle system or equivalent	1	R	R	R	R	R	R	R	R	R
135.	Unlock token for IDEMIA MorphoWave Compact MD or equivalent	1	R	R	R	R	R	R	R	R	R
136.	5 Port Gigabit switch	1	R	R	R	R	R	R	R	R	R
137.	Unlock token for Hikvision DS-DSK1T671M-3XF Ultra series + thermal terminal license for Portal Pro / Enterprise or equivalent	1	R	R	R	R	R	R	R	R	R
138.	Hikvision DS-DS-K1T671TM-3XF Ultra series + thermal/facial reader with a	1	R	R	R	R	R	R	R	R	R
139.	NRU902-0-0-GB-00-uPass Reach (region 1) long range unit, up to 5 metres, with	1	R	R	R	R	R	R	R	R	R

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
	protection hood										
140.	NRU903-0-0-GB-00-uPass Reach adjustable pole mounting bracket	1	R	R	R	R	R	R	R	R	R
141.	Cluster controller (No LCD, with one Wiegand reader module (supports 2 readers)	1	R	R	R	R	R	R	R	R	R
142.	PSU – 5amp power store 13.6VDC with space for 17 AH battery	1	R	R	R	R	R	R	R	R	R
143.	12VDC 17 AH battery – high quality deep discharge capability	1	R	R	R	R	R	R	R	R	R
144.	NTU900-0-0-NN-00 UHF windshield tag with Impro branding for vehicles (vehicle remote system)	1	R	R	R	R	R	R	R	R	R
145.	FR02 – Green mechanical emergency door release switch – key resettable	1	R	R	R	R	R	R	R	R	R
146.	Loop detector 12/24 Volt AC/DC	1	R	R	R	R	R	R	R	R	R

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**ITEM K – SUPPLY AND INSTALL ACCESSORIES (AS AND WHEN NEEDED)**

ITEM K			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
147.	24V Barrier Unit Control Panel	1	R	R	R	R	R	R	R	R	R
148.	Aluminium boom 4m Long	1	R	R	R	R	R	R	R	R	R
149.	Battery 7.0Ah 12V DC	1	R	R	R	R	R	R	R	R	R
150.	Upgrade from Portal Pro to Enterprise software + license or equivalent	1	R	R	R	R	R	R	R	R	R
151.	Light Weight Removable Bollard with lockable flap/ floor plate 900 mm above ground and 300 mm below ground level	1	R	R	R	R	R	R	R	R	R
152.	Relocation of existing booms and installation thereof	1	R	R	R	R	R	R	R	R	R
153.	Mylar 4 pair 0.22mm (fingerprint readers) pm	1	R	R	R	R	R	R	R	R	R
<b>Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Total Incl. VAT</b>				R			R			R	

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**ITEM L – SUPPLY AND INSTALL ANPR (AUTOMATIC NUMBER PLATE READER) CAMERA, FEES AND CELLSWITCH ACCESS CONTROL FEATURES x 9**

ITEM L			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
154.	Cellswitch Infinity reader LTE/4G with Bluetooth access control via smart app	1	R	R	R	R	R	R	R	R	R
155.	Annual subscription fee per unit	1	R	R	R	R	R	R	R	R	R
156.	Annual fee per registered user	1	R	R	R	R	R	R	R	R	R
157.	Hikvision ANPR 4MP bullet 2.8 – 12 mm lens up to 50m IR 140dB WDR Wiegand output 12VDC/POE	1	R	R	R	R	R	R	R	R	R
158.	Hikvision Integration License per camera LPR Synch	1	R	R	R	R	R	R	R	R	R
<b>Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Total Incl. VAT</b>				R			R			R	

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ITEM M – CIVIL WORKS											
ITEM M			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
159.	Trenching in hard soil and soft soil	1	R	R	R	R	R	R	R	R	R
160.	Reinstalment of roads and paving	1	R	R	R	R	R	R	R	R	R
161.	Bidirectional Drilling	1	R	R	R	R	R	R	R	R	R
162.	Core Drilling	1	R	R	R	R	R	R	R	R	R
163.	Fiber Optic supply and installation (as and when needed)	1	R	R	R	R	R	R	R	R	R
164.	SFP for Fiber Optic backbone	1	R	R	R	R	R	R	R	R	R
165.	Splice and OTDR testing of cabling	1	R	R	R	R	R	R	R	R	R
166.	Supply and installation of UPS to protect POE switches and ensure uptime of end devices	1	R	R	R	R	R	R	R	R	R
167.	Readers to be installed at parking booms etc.	1	R	R	R	R	R	R	R	R	R
168.	Manufactured stainless steel plinth	1	R	R	R	R	R	R	R	R	R

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ITEM M – CIVIL WORKS											
ITEM M			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
169.	Round boxes	1	R	R	R	R	R	R	R	R	R
170.	Coupling	1	R	R	R	R	R	R	R	R	R
171.	Bends	1	R	R	R	R	R	R	R	R	R
172.	Saddles	1	R	R	R	R	R	R	R	R	R
173.	Adaptors	1	R	R	R	R	R	R	R	R	R
174.	Sprague (per meter to run cable in)	1	R	R	R	R	R	R	R	R	R
175.	4x4 boxes (size suitable to install cable)	1	R	R	R	R	R	R	R	R	R
176.	Plinth 50x50 cm	1	R	R	R	R	R	R	R	R	R
<b>Total Excl. VAT</b>				R			R			R	
<b>15% VAT</b>				R			R			R	
<b>Total Incl. VAT</b>				R			R			R	

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**ITEM N – SUPPLY AND INSTALL SERVER HARDWARE**

ITEM N			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
177.	<b>Chassis type:</b> Tower <b>Processor:</b> 10 <sup>th</sup> Gen i7 Core with at least 3.60/4.90 GHz (25MB cache, 12 cores) <b>Internal Memory:</b> Minimum 8GB DDR4 SDRAM, 3200MHz clock speed <b>Storage:</b> 1x 256GB SDD and 1x 4TB additional HDD <b>Onboard Graphics:</b> Minimum Gigabyte or ATI Radeon UHD 2GB chipset <b>Power Supply:</b> Minimum 180 W <b>Ports and Slots:</b> USB 2.0 type A USB 3.0/2 Gen 1 Type A Line Out HDMI Display Port Lock Slot Expansion Slots	1	R	R	R	R	R	R	R	R	R

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**ITEM N – SUPPLY AND INSTALL SERVER HARDWARE**

ITEM N			Financial Year 2024 – 2025			Financial Year 2025 – 2026			Financial Year 2026 - 2027		
			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT			Labour and Unit Prices Excluding VAT		
#	Description	QTY	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total	Labour per item	Unit Price	Line Total
	Mouse and keyboard (USB type) included (not wireless)										
Total Excl. VAT				R			R			R	
15% VAT				R			R			R	
Total Incl. VAT				R			R			R	

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**ITEM O – SERVICE AND REPAIR (UNIT PRICES)**

#	Frequency	Call Out / Service	Financial Year 2024 – 2025	Financial Year 2025 – 2026	Financial Year 2026 - 2027
			Hourly Rate Excluding VAT	Hourly Rate Excluding VAT	Hourly Rate Excluding VAT
178.	Hourly	Maintenance – Weekdays between 09h00 and 15h00	R	R	R
179.	Hourly	Call Out of which response must be within 2 hours of receiving telephonic request – Business Hours (06h00 – 18h00)	R	R	R
180.	Hourly	Call Out after hours between 18h00 and 06h00 of which response time within 2 hours of receiving the telephonic request	R	R	R
181.	Hourly	Call out over weekends and public holidays	R	R	R
<b>Total Excl. VAT</b>			R	R	R
<b>15% VAT</b>			R	R	R
<b>Total Incl. VAT</b>			R	R	R

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### SUMMARY

SUPPLY, INSTALLATION AND COMMISSIONING AS WELL AS MAINTENANCE OF BIOMETRIC ACCESS CONTROL, REMOTE ACCESS GATES AND BOOMS AND TIME AND ATTENDANCE TO BE LINK TO THE MAIN SERVER AT VARIOUS MUNICIPAL SITES FOR A PERIOD ENDING 30 JUNE 2027

ITEM	LINE DESCRIPTION	Financial Year 2024 – 2025	Financial Year 2025 – 2026	Financial Year 2026 - 2027
A.	Supply and install IDEMIA Vision Pass integration facial recognition readers or equivalent	R	R	R
B.	Supply and Install IMPRO quad transmitters for access control (remote system) or equivalent	R	R	R
C.	Link new door to existing portal site	R	R	R
D.	Link new gate to existing portal site supply and install gate motors (Centurion or equivalent)	R	R	R
E.	Supply and install sliding gate motors (Centurion or equivalent) (set of 2 motors)	R	R	R
F.	Supply and install booms automatic road barriers	R	R	R
G.	Supply and Install Morpho Wave Touchless fingerprint compact or equivalent	R	R	R
H.	Supply and Install Hikvision Facial recognition Terminal or equivalent	R	R	R
I.	Supply and Install Vision Pass Facial recognition access control device or equivalent	R	R	R

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ITEM	LINE DESCRIPTION	Financial Year 2024 – 2025	Financial Year 2025 – 2026	Financial Year 2026 - 2027
J.	Supply and Install UPASS Reach Reader (Unit prices or equivalent)	R	R	R
K.	Supply and Install Accessories (Unit prices) (As and when needed)	R	R	R
L.	Supply and Install ANPR (Automatic Number Plate Reader) Camera, Fees and Cell switch Access Control Features	R	R	R
M.	Civil Works	R	R	R
N.	Supply and Install Server Hardware	R	R	R
O.	Service and Repair (Unit Prices)	R	R	R
<b>TOTAL AMOUNT CARRIED TO SUMMARY</b>		R	R	R
<b>GRAND TOTAL FOR A PERIOD ENDING 30 JUNE 2027 INCL. 15% VAT</b>		R		

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**25. DECLARATION BY TENDERER**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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WITNESS 1		WITNESS 2	