



**T 2023/012**

**SUPPLY AND DELIVER PRE-MANUFACTURED PAVILIONS IN  
RURAL AREA OF CAPE WINELANDS DISTRICT MUNICIPALITY**

**Closing date: 11:00 on Friday, 10 November 2023.**

Company Name	
Postal Address	..... ..... .....
Telephone	
E-Mail	
<b>TOTAL PRICE FOR EVALUATION PURPOSES</b>	
Total price	R
Delivery Period	3 months Period or as mutually agreed upon.

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## **PART T1: TENDER PROCEDURES**

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### **T1.1 Tender Notice and Invitation to Tender**

### **T1.2 Tender Data**

### **T1.3 Annex C: CIDB Standard Conditions of Tender**

**The following document forms an integral part of this tender:**

Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the relevant regulations.

The above-mentioned document is obtainable from The Cape Winelands District Municipality's Supply Chain Management Unit.

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

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Tenders are hereby invited from suitably qualified service providers for the supplying and delivery of pre-manufactured pavilions in the CWDM rural area.

Technical enquiries regarding this bid may be directed to Mr. C. Swart at tel. 0861 265 263.

**Closing date: 11:00 on Friday, 10 November 2023.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 251.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**



## T1.2: TENDER DATA

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The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement, August 2019. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

### Clause            Wording

**C.1.1.1** The employer is Cape Winelands District Municipality.

### C.1.2    Tender Documents

The tender documents issued by the employer comprise those listed in the contents page.

The Tender Document and possible drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

### C.1.4    Communication and Employer's Contact

The Employer's agent is: C. Swart

Name:            Department Technical Services  
 Address:        P.O. Box 100, Stellenbosch, 7599  
 Attention:       Mr C. Swart  
 Tel:              023 348 2300  
 Fax:              023 342 8442  
 e-mail:           christo@capewinelands.gov.za

### C.1.5    Cancellation and Re-Invitation of Tenders

#### Add the following to Clause F.1.5.1

The CAPE WINELANDS DISTRICT MUNICIPALITY shall apply the principles of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and the relevant regulations. Depending on the tendered amount the Employer also reserves the right to award the contract in its entirety or partially.

### C.2    Tenderer's obligation

#### C.2.1    Eligibility

C.2.1.1 *Add the following:*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

Department of Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. A valid Letter of Good Standing must be handed in with the tender in this regard.

This tender is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

#### **C.2.7 Clarification meeting**

No clarification meeting will take place.

#### **C.2.9 Insurance**

##### ***Add the following***

The employer will not provide any insurance for goods prior to the transfer of ownership.

#### **C.2.12.1 *Add the following***

Replace with No alternative tender offers will be accepted.

#### **C.2.13 Submitting a Tender Offer**

##### ***Add the following***

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted.

Uncompleted tenders must be clearly marked with the contract number, as well as “Uncompleted Tender”.

#### **C.2.13.3/C.2.13.5 *Add the following***

Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

#### **C.2.13.7/C.2.15.1 *Add the following***

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **T 2023/012**

Title of Tender: **SUPPLY AND DELIVER PRE-MANUFACTURED PAVILIONS IN RURAL AREA OF CAPE WINELANDS DISTRICT MUNICIPALITY**

**C.2.13 /C.3.5 Add the following**

A two-envelope procedure will not be followed.

**C.2.15.1 Add the following**

The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

**C.2.16.1 Add the following**

The tendered offer validity period is 180 days.

**C.2.23 Add the following**

The tenderer is required to submit the certificates listed in the Returnable Documents.

**C.3.4 Add the following**

The time and location for opening the tender offers are in accordance with C.2.15.1.

**C.3.5.1 Add the following**

The two-envelope system will not be followed for this contract.

**C.3.5.2 Add the following**

- The bidder must complete Schedule 5 - Schedule of Work Satisfactory, as part of the Returnable Schedules in order to obtain relevant points for functionality.
- The bidder must complete Schedule 6 - Schedule of Work Satisfactory by Foreman / Project Leader, as part of the Returnable Schedules in order to obtain relevant points for functionality.
- The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

Description	Reference	Scoring			Max Score
<b>Company's Previous Experience</b>	(Schedule 5 - Returnable Schedules	<b>Excellent (20)</b> More than 5 similar projects in the last 10 years	<b>Good (15)</b> Between 3- and 5 similar projects in the last 10 years	<b>Poor (10)</b> Less than 3 projects	20
				<b>Total</b>	20

- The tenderer must have successfully completed the similar projects in order to obtain points for functionality. *(Proof must be provided)*
- **A similar project** refers to any steel construction work. **Relevant reference letters on company letter heads should be attached to this, no points will be scored if the reference letters are not provided. This will be verified during evaluation.**
- A minimum score of 15 needs to be obtained to be evaluated on Price and Preference.

## EVALUATION AND AWARD

The tender will be evaluated as one contract and being awarded accordingly.

### C.3.11.2 **Add the following**

The method for the evaluation of tender offers is Method 1: Price and Preference.

### C.3.11.7 **Add the following**

The financial offer will be scored using Formula 2 where W1 is;

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

### C.3.16.1 **Add the following**

The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 14 days of the notification of any final decision (e.g. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.

### **Add the following to New Clause C.3.16**

### C.3.16.3 **Appeal against the decision**

In Part 1: SCM Policy for Goods and Services, Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 days of notification of decision or action, a written objection or complaint against the decision or action.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager Supply Chain Management.

The format of the appeal must;  
Set out the reason for the appeal;  
State in which way the appellant's rights have been affected by the decision;  
State the remedy sought, and  
Be accompanied by a copy of the notification advising the tenderer of the decision of the Bid Adjudication Committee.  
Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administration Justice Act (No. 3 of 2000).

**C.3.17      *Add the following***

The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

## Annex C

### Standard Conditions of Tender

#### **C.1 General**

##### **C.1.1 Actions**

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

C.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.*

C.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.

#### **C.1.2 Tender Documents**

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

#### **C.1.3 Interpretation**

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer can 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 tenderer who 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 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.

#### **C.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.

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

- C.1.5.1 An employer 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 engineering and construction works specified in the invitation.
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

##### **C.1.6.2 Competitive negotiation procedure**

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned 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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

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

#### **C.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.

#### **C.1.6.3.2 Option 2**

C.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.

C.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.

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

### **C.2.1 Eligibility**

C.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.

C.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.

#### **C.2.2 Cost of tendering**

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

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

#### **C.2.3 Check documents**

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

#### **C.2.4 Confidentiality and copyright of documents**

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

#### **C.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.

#### **C.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, to take the addenda into account.

#### **C.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.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.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.

**C.2.10 Pricing the tender offer**

- C.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 fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.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.
- C.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.

**C.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.

**C.2.12 Alternative tender offers**

- C.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.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.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.
- C.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.
- C.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.

- C.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.
- C.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.
- C.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.
- C.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.
- C.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.

#### **C.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.

#### **C.2.15 Closing time**

- C.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.
- C.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.

#### **C.2.16 Tender offer validity**

- C.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.
- C.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.
- C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.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 C.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.

**C.2.18 Provide other material**

C.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.

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

**C.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.

**C.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.

**C.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.

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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 consequently:

- a) an individual firm, or a joint venture, 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.

**C.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 (3) working 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 collected tender documents.

**C.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.

**C.3.4 Opening of tender submissions**

C.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.

C.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 BBBEE status level and time for completion for the main tender offer only.

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

**C.3.5 Two-envelope system**

C.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.

C.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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Nondisclosure**

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.

### **C.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.

### **C.3.8 Test for responsiveness**

C.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.

C.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.

### **C.3.9 Arithmetical errors, omissions, and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) Where there is an error in the total of the prices either because 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.

### C.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.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.

Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.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.

#### **C.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 the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

**C.3.14 Prepare contract documents**

C.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.

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.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.

**C.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.



## **PART T2: RETURNABLE DOCUMENTS**

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**T.2.1** List of Returnable Documents

**T.2.2** Returnable Schedules

## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES** (included hereafter for completion)

**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES** (appendix to schedule in document)

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT** (to be attached with submission)

**OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT** (included hereafter for completion)

## PART T 2.2: LIST OF RETURNABLE SCHEDULES

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

- Schedule 1 Invitation to bid - MBD1
- Schedule 2 Compulsory Enterprise Questionnaire
- Schedule 3 Authority to Signatory
- Schedule 4 Certificate of Authority for Joint Ventures
- Schedule 5 Schedule of Work Satisfactory carried out by the Tenderer
- Schedule 6 Proposed Amendments and Qualifications
- Schedule 7 Declaration in terms of the MFMA (No 56 of 2003) in terms of Municipal Rates and Services.
- Schedule 8 Declaration of Interest
- Schedule 9 Tax Clearance Certificate Requirements
- Schedule 10 Joint Venture Agreement, If Applicable
- Schedule 11 Proof of Payment of Municipal Rates and Taxes
- Schedule 12 Record of minutes and Addenda to Tender Documents.
- Schedule 13 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.
- Schedule 14 Declaration of Bidder's past supply chain management practices.
- Schedule 15 Certificate of Independent Bid Determination.
- Schedule 16 Claiming Preference Points
- Schedule 17 Credit Order Instruction
- Schedule 18 Letter of Good Standing
- Schedule 19 Occupational Health and Safety Act Mandatory Form
  
- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2)
  
- C2 PRICING DATA
- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

## SCHEDULE 1 INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/012	Closing date:	10/11/2023	Closing time:	11h00
Description	SUPPLY AND DELIVER PRE-MANUFACTURED PAVILIONS IN RURAL AREA OF CAPE WINELANDS DISTRICT MUNICIPALITY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
<b>SPECIFIC GOALS IN TERMS OF THIS TENDER:</b>					
<ul style="list-style-type: none"> <li>50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard</li> <li>50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located</li> </ul>					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]</b>					
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]		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]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
Contact person	Christo Swart	
Telephone number	023 348 2300	
E-mail address	christo@capewinelands.gov.za	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED</b>		
Contact person	Elmine Niemand	
Telephone number	021 888 5175	
E-mail address	elmine@capewinelands.gov.za	
<b>TERMS AND CONDITIONS FOR BIDDING – PART B</b>		
<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.	All bids must be submitted on the official forms provided—not to be re-typed) or online	
1.3.	This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .	
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>		
<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.</b>		

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....

## SCHEDULE 2: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. (**Failure to do so may result in your bid being disqualified**)

<b>Section 1:</b>	<b>Name of enterprise:</b> .....	
<b>Section 2:</b>	<b>VAT registration number, if any:</b> .....	
	<b>Has and original and valid TAX clearance certificate been attached under Schedule 2D?</b>	<b>Yes /</b>
	<b>No</b>	
<b>Section 3:</b>	<b>Has a B-BBEE status level verification certificate been submitted?</b> <b>Yes /</b>	
	<b>No</b>	
	<b>If Yes, who was the certificate issued by?</b> (Tick applicable box)	
	<input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.	
	NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.	
<b>Section 4:</b>	<b>CIDB registration number, if any:</b> .....	
<b>Section 5:</b>	<b>Particulars of sole proprietors and partners in partnership</b>	

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners

<b>Section 6: Particulars of companies and close corporations</b>	
Company registration number: .....	
Close corporation number: .....	
Tax reference number: .....	
<b>Section 7: Record of service of the state</b>	
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
<b>If any of the above boxes are marked, disclose the following:</b> (insert separate page if necessary)	

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

**Section 8: Record of spouses, children and partners in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or partner of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise:

- Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are in order;
- Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature:		Date:	..... / ..... / 20.....
Print Name:		Position:	

**SCHEDULE 3: AUTHORITY FOR SIGNATORY**

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We, the undersigned, hereby authorize Mr/Mrs .....  
acting in his/her capacity as .....  
of the business trading as ..... to  
sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms ..... , authorized signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

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

As witnesses:

1.		Chairman:	
2.		Date:	

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

## SCHEDULE 4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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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 ..... , authorised signatory of the company, close corporation or partnership ..... , 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.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... 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.

## SCHEDULE 5: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

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The following is a statement of similar work successfully executed by the Tenderer. **Relevant reference letters on company letter heads should be attached to this, no points will be scored if the reference letters are not provided. This will be verified during evaluation:**

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 6: PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

<b>Page</b>	<b>Clause or Item</b>	<b>Proposal</b>

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 7: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

**NB: Please attach certified copy/copies of the Municipal Account(s)**

**DECLARATION:**

I, the undersigned (name) .....

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SCHEDULE 8: DECLARATION OF INTEREST

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(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

1. No bid/database registration 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/database registration. 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative														
3.2	Identity Number (person submitting this declaration)														
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):														
3.4	Company Registration Number														
3.5	Tax Reference Number														
3.6	VAT Registration Number														
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below														
3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?											Yes	No		
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)														
SA ID Number:												Relation:			
Surname:												Persal No:			
Full Names:															
Organ of State:												Position:			
3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?											Yes	No		
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)														
SA ID Number:												Relation:			
Surname:												Persal No:			
Full Names:															
Organ of State:												Position:			

T.2.2.13 Returnable Schedules

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?			Yes	No
------	--	--	--	-----	----

3.10.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?			Yes	No
------	---	--	--	-----	----

3.11.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?			Yes	No
------	---	--	--	-----	----

3.12.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.			Yes	No
------	--	--	--	-----	----

3.13.1	If yes, furnish particulars. ..... .....				
--------	--	--	--	--	--

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?			Yes	No
------	--	--	--	-----	----

3.14.1	If yes, furnish particulars. ..... .....				
--------	--	--	--	--	--

T.2.2.14 Returnable Schedules

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder 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)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder 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
3.16.1	If yes, furnish particulars. ..... .....		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. ..... .....		

## T.2.2.15 Returnable Schedules

4	<p><b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <b>A shareholder is defined as 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></p>					
	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity of Signatory

.....  
Name of Bidder/Company/CC Name

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

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

- a member of –
  - any municipal council;
  - any provincial legislature; or
  - the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- 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>Commissioner of Oaths</b>
Signed and sworn to before me at .....
on this the ..... day of ..... 20 .... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.
Commissioner of Oaths .....
Position: .....
Address .....
.....
.....
Tel: .....
<b>Apply official stamp of authority on this page:</b>

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

## **SCHEDULE 9: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

---

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **SCHEDULE 10: JOINT VENTURE AGREEMENT, IF APPLICABLE**

---

The Tenderer shall attach to this page a joint venture agreement, if applicable.

## **SCHEDULE 11: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES**

---

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 11.

**Please note:** Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.

**SCHEDULE 12: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

## **SCHEDULE 13: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

---

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

(a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### **2. DEFINITIONS**

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**Locality**” means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or

- (d) **“Proof of locality”** means a –
  - 1) municipal account in the name of the tenderer not older than 90 days;
  - 2) lease agreement where the tenderer is the lessee of an official operating business premise; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \hline
 P_S = 80 \left( 1 - \frac{Pt - P_{min}}{P_{max}} \right) \text{ or} & & P_S = 90 \left( 1 - \frac{Pt - P_{min}}{P_{max}} \right)
 \end{array}$$

## Where

Ps      =      Points scored for price of tender under consideration

Pt                   =     Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be

supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points Allocated. (90/10 system)	Number of points Allocated. (80/20 system)	Number of points claimed. (90/10 system)	Number of points claimed (80/20 system)
	(To be completed by the organ of state)		(To be completed by the tenderer)	
<b>B-BBEE status level of contributor</b>	<b>5</b>	<b>10</b>		
<b>The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;</b>	<b>2.5</b>	<b>5</b>		
<b>The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area</b>	<b>2.5</b>	<b>5</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

Name and surname .....

Signature(s) of bidder(s).....

Date.....

Address.....

.....

## SCHEDULE 14: 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:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. 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.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		

T.2.2.27 Returnable Schedules

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

**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

.....  
Date

.....  
Position

.....  
Name of Bidder

## SCHEDULE 15: CERTIFICATE OF INDEPENDENT BID DETERMINATION

---

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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>2</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:
  - a. take all reasonable steps to prevent such abuse;
  - b. 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
  - c. 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</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.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:

(Name of Bidder)

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;

#### T.2.2.29 Returnable Schedules

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:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) 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>3</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:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) 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

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</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.

## **SCHEDULE 16: CLAIMING PREFERENCE POINTS**

**NB!** To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

**Vir meer inligting besoek: / For more information please visit: / Inkukach ezithe vetshe uzakuzifumana aph:**

The Department of Trade and Industry: <http://bee.thedti.gov.za/>  
South African National Accreditation System: <http://www.sanas.co.za/directory.php>  
Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

<b>Name of Business/Entity:</b> .....		
1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> .	%
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b>	%
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> .	%
<b><i>Please Circle your answer below:</i></b>		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

## SCHEDULE 17: CREDIT ORDER INSTRUCTION

---

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attach a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....

INITIALS AND SURNAME:

.....

AUTHORISED SIGNATURE:

.....

DATE:

.....

TELEPHONE NUMBER:

## **SCHEDULE 18: COIDA LETTER OF GOOD STANDING**

---

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must be attached to this page unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for “tender purposes” from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted or on record, the bid will be disqualified.

**SCHEDULE 19: OCCUPATIONAL HEALTH AND SAFETY ACT MANDATORY FORM**

---

**CLIENT: CAPE WINELANDS DISTRICT MUNICIPALITY**

**T 2022/078: INSTALLATION OF SPRINKLER SYSTEMS AT RURAL SPORT FACILITIES**

(To be completed and signed by all Mandatories)

**OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

**Note:** Section 1(1)(xxviii) of the Act defines a “mandatory” as including “an agent, a contractor or a subcontractor for work”

Agreement made and entered into between **Cape Winelands District Municipality** and (mandatory).

..... as envisaged by the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 as amended.

I, ..... representing (mandatory) ..... do hereby acknowledge that (mandatory) .....

is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act 1993 as amended and agree to ensure that all contractual work will be performed and that all machinery and plant will be used in accordance with the provisions of the said Act. In conclusion, I do hereby indemnify the **Cape Winelands District Municipality** against any claim of whatever nature that may arise as a result of any injury sustained by or any act of omission or negligence by any employee of (mandatory) :

.....  
SIGNED .....on the.....day of.....20.....

**WITNESS:**

.....  
.....  
**for and on behalf of the Mandatory**  
**WITNESS:**

.....  
.....  
**for and on behalf of Cape Winelands District Municipality**



## THE CONTRACT

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### PART C1: AGREEMENTS AND CONTRACT DATA

#### C1.1 Form of Offer and Acceptance

#### C1.2 Contract Data

## C1.1: FORM OF OFFER AND ACCEPTANCE

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### **IMPORTANT NOTE:**

**The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.**

**The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.**

**The Schedule of Deviations forms an integral part of the Contract Agreement.**

## C1.1: FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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### OFFER BY TENDERER

#### OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T 2023/012: SUPPLY AND DELIVER PRE-MANUFACTURED PAVILIONS IN RURAL AREA OF CAPE WINELANDS DISTRICT MUNICIPALITY.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor 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 rate per site as per Bill (VAT inclusive) is as follows:**

1)	Le Chasseur VGK Primary	R .....
2)	Hermon Netball Club	R .....
3)	Nuy Valley Community Hall	R .....
4)	Evergreen Rugby Club	R .....
5)	Botha's Halte Primary	R .....
6)	Young Black Arrows	R .....
7)	Young Stars Rugby Club	R .....

**Total Tender Price** R .....

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:** *(of person authorized to sign the tender)*.....

**Name:** *(of signatory in capitals)*: .....

**Capacity:** *(of Signatory)*: .....

**Name of Tenderer:** *(organisation)*: .....

Address: .....

Telephone number: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals)*: .....

**Date:** .....

**[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]**

## ACCEPTANCE BY EMPLOYER

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By signing this part of the 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.

The terms of the contract are contained in

- Part C1 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization.....

Name and Signature of Witness: .....Date: .....

## SCHEDULE OF DEVIATIONS

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### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. **Subject:**.....

**Details:** .....

.....

2. **Subject:** .....

**Details:** .....

.....

3. **Subject:** .....

**Details:** .....

.....

4. **Subject:** .....

**Details:** .....

.....

5. **Subject:** .....

**Details:** .....

.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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.

**For the Tenderer:**

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Tenderer (organisation)** .....

Address: .....

.....

**Witness: Signature:** ..... **Name (in capitals):** .....

**Date:** .....

**For the Employer:**

Signature: .....

Name: Francois van Eck

Capacity: Executive Director Technical Services

Name of Employer: Cape Winelands District Municipality

Address: 29 du Toit Street, Stellenbosch, 7500

**Witness: Signature:** .....

Name (in capitals): .....

**Date:** .....

## CONFIRMATION OF RECEIPT

---

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day) of .....(month) 22..... at ..... (place).

### For the Contractor:

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Contractor (organisation)**.....

Address: .....

.....

**Witness: Signature:** ..... **Name (in capitals):** .....

**Date:** .....

### For the Employer:

**Signature:** .....

**Name:** Francois van Eck

**Capacity:** Executive Director Technical Services

**Name of Employer:** Cape Winelands District Municipality

**Address:** 29 du Toit Street, Stellenbosch, 7500

**Witness: Signature:** .....

**Name (in capitals):** .....

**Date:** .....

## C1.2: CONTRACT DATA (PART 1)

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### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (Short Form), First Edition (2018) available from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za) .

### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works (short Form) First Edition (2018) are applicable to this Contract:

#### Compulsory Data

1.1.1.13 The Defects Liability Period is 6 months.

1.1.1.14 The time for achieving Practical Completion is 3 months or as mutually agreed upon.

1.1.1.15 The name of the Employer is CAPE WINELANDS DISTRICT MUNICIPALITY.

1.2.1.2 The address of the Employer is  
 29 Du Toit Street  
 Stellenbosch  
 7600

P.O. Box 100  
 Stellenbosch  
 7599

Telephone: 023 348 2300  
 Facsimile: 023 342 8442  
 E-mail: [admin@capewinelands.gov.za](mailto:admin@capewinelands.gov.za)

1.1.1.24 The Pricing Strategy is Fixed Price Contract.

1.1.1.12/5.8.1 The non-working days are Sundays. The special non-working days are:  
 1) Public Holidays.

5.3.1 The documentation required before commencing with the Works are:  
 1) Programme  
 2) Health and Safety Plan

The time to submit the documentation required before commencement of the Works is 7 days.

5.13.1 The penalty for failing to complete the Works is R 500.00 per day.

## C1.2.2 Contract Data

Interim payments will be payable on completion of tasks.

- 6.10.1 No retention money will be deducted.
- 6.10.3 Add: The final Payment Certificate will not be less than 10% of the Contract Value.
- 6.10.9 Price adjustments for variations in the costs of special materials are not allowed.
- 6.10.9 Dispute resolution shall be by standing adjudication.
- 10.5.1 The determination of disputes shall be by arbitration
- 10.7.1



## **PART C2: PRICING DATA**

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### **C2.1: PRICING ASSUMPTIONS**

### **C2.2: BILL OF QUANTITIES**

## **C2.1: PRICING ASSUMPTIONS**

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### **C2.1.1 GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.

### **C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE**

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works. Payment will be done according to the completion at different sites as per pricing schedule.

### **C2.1.3 PRICING OF THE BILL OF QUANTITIES**

#### **OVERVIEW**

The Bills of Quantities include the price for the purchase / renting of equipment, material needed to execute the work, transport, insurance, UIF, Workman Compensation and skills cost, PPE and labour as described in the Scope of Works.

The price tendered must be for three (3) pavilions per site.

## **C2.2: BILL OF QUANTITIES**

---

The Bills of Quantities include the price for the purchase / renting of equipment, material needed to execute the work, transport, insurance, UIF, Workman Compensation and skills cost, PPE and labour as described in the Scope of Works.

**For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing will not be accepted.**

The Bills of Quantities include the price for the purchase / renting of equipment, material needed to execute the work, transport, insurance, UIF, Workman Compensation and skills cost, PPE and labour as described in the Scope of Works for three pavilions per site.

DETAIL PRICING SCHEDULE	RATE PER SITE (Including VAT)
1) Le Chasseur VGK Primary	R .....
2) Hermon Netball Club	R .....
3) Nuy Valley Community Hall	R .....
4) Evergreen Rugby Club	R .....
5) Bothas Halte Primary	R .....
6) Young Black Arrows	R .....
7) Young Stars Rugby Club	<u>R .....</u>
<b>Tender Prices (To be carried over to page C1.1.2)</b>	<u>R .....</u>

## **DECLARATION (In respect of completeness of Tender)**

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CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

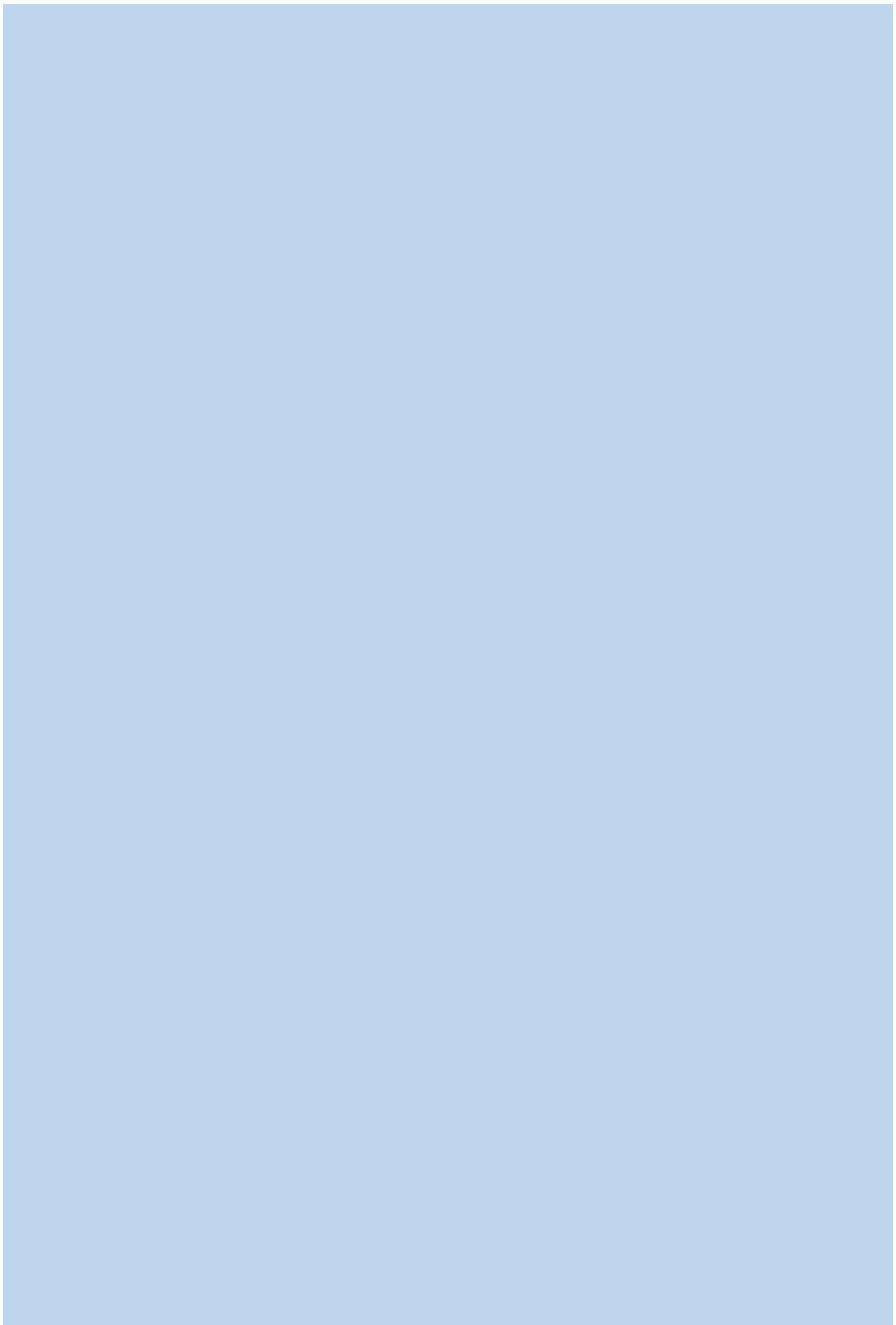
**I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for T 2023/012: SUPPLY AND DELIVER PRE-MANUFACTURED PAVILIONS IN RURAL AREA OF CAPE WINELANDS DISTRICT MUNICIPALITY has been based.**

**Signature:** *(of person authorized to sign the tender)* .....

**Name:** *(of signatory in capitals):* .....

**Capacity:** *(of Signatory):* .....

**Name of Tenderer:** *(organisation):* .....



## PART C3: SCOPE OF WORK

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C3.1 Description of Works

C3.2 Drawings

## SCOPE OF WORKS

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### 1. INTRODUCTION AND BACKGROUND

The Cape Winelands District Municipality (CWDM) intends to invite tenders from suitable Contractors to supply and deliver 3 pre-manufactured pavilions at each site within the rural area of Cape Winelands District Municipality.

### 2. PURPOSE OF THE TENDER

The Cape Winelands District Municipality assist rural sport development by the upgrading / construction of new sport facilities at rural sport fields in the Cape Winelands area.

### 3. SCOPE OF WORK

3.1 The work consists of the manufacturing of pavilions as per drawing (See C3.2.1 Drawings) and specifications after which it needs to be delivered at the sites as indicated below. Three (3) Pavilions needs to be delivered at each of the following sites:

- i) Le Chasseur VGK Primary – 33°51'50.13" S 19°43'36.76" E (Robertson area)
- ii) Hermon Netball Club – 33°26'15.06" S 18°57'43.49" E (Hermon area)
- iii) Nuy Valley Community Hall – 33°40'20.07" S 19°37'11.27" E (Worcester area)
- iv) Evergreen Rugby Club – 33°41'19.67" S 18°57'36.15" E (Paarl area)
- v) Botha's Halte Primary – 33°33'29.44" S 19°15'55.87" E (Worcester area)
- vi) Young Black Arrows – 33°23'58.58" S 19°25'07.70" E (Ceres area)
- vii) Young Stars Rugby Club – 33°38'00.66" S 19°35'26.88" E (Worcester area)

3.2 The pavilions must be of a pre-manufactured type as per drawing (See C3.2.1 Drawings) below, measurement must be as per drawing.

3.3 All steel works to be painted with a coat of Universal Undercoat and 2 layers of pure acrylic paint.

3.4 All wood works must be painted with three layers of external varnish.

3.5 Contractor must provide transport for the delivery of the pavilions, lifting equipment for loading and off-loading at pre-determined positions.

3.6 The positioning of 3 pavilions on each site must be determine by the Municipality's representative before placement of the pavilions.

3.7 Successful contractor must provide the Municipality within 14 days after appointment with a program that sets out specific time frames for delivery to be mutually agreed upon between the Contractor and the Municipality's representative.

### 4. DELIVERABLES

The successful contractor needs to supply and deliver 3 completely pre-manufactured pavilions as per Scope of Work at each site within the rural area of Cape Winelands District Municipality.

**5. REMUNERATION**

- 5.1.1 No advance payments will be made for any reason whatsoever. The successful tenderer shall be entitled to render interim accounts which are payable within 30 days. Accounts shall be based on an assessment of the completed work performed to date.
- 5.1.2 The successful tenderer will be remunerated as priced in the Bill of Quantities for work completed at each site, no interim payments will be made.
- 5.1.3 Any fees or remuneration are inclusive of Value Added Tax.
- 5.1.4 No retention money will be deducted.

**6. DELIVERY / TIME FRAMES**

The time for achieving Practical Completion is 3 months or as mutually agreed upon. The starting date applicable will comments when an order is issued.

### C3.2.1 Drawings

