

## BID NOTICE

### STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 11/25: THE SUPPLY, DESIGN AND INSTALLATION OF OPTIC FIBER NETWORK TO 4 OFFICE BUILDINGS

TENDER NUMBER: **B/SM 11/25**  
DESCRIPTION: **THE SUPPLY, DESIGN AND INSTALLATION OF OPTIC FIBER NETWORK TO 4 OFFICE BUILDINGS**  
CLOSING DATE: **02 September 2024**  
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: Minimum 4CE or higher.**

#### **INFORMATION:**

**Tender Specifications:** Regan Mooideen at 021 8088538.: **e-mail:** Regan.Mooideen@stellenbosch.gov.za

**SCM Requirements:** Jeanette Williams at 021 8088538: **e-mail:** Jeanette.Williams@stellenbosch.gov.za

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

A Compulsory Clarification Meeting will be held on **22 August 2024, at 11:00**, at the Stellenbosch Municipality, Main Building Entrance Foyer, 17 Plein Street in Stellenbosch, then to the Stellenbosch Council Chamber. Tenderers who fail to attend the compulsory information session will be regarded **as non-compliant**.

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

Sealed Tenders, with “**B/SM 11/25 THE SUPPLY, DESIGN AND INSTALLATION OF OPTIC FIBER NETWORK TO 4 OFFICE BUILDINGS**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b>20</b>
<b>Total points for Price and B-BBEE</b>	<b>100</b>

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

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

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 448.00 per document**.*

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

G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

### STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 11/25: DIE VERSKAF, ONTWERP EN INSTALLERING VAN OPTIESE VESELNETWERK AAN 4 KANTOORGEBOUE

TENDER NOMMER: **B/SM 11/25**  
BESKRYWING: **DIE VERSKAF, ONTWERP EN INSTALLERING VAN OPTIESE VESELNETWERK AAN 4 KANTOORGEBOUE**  
SLUITINGSdatum: **02 September 2024**  
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **Minimum 4CE of hoër** hê.

#### NAVRAE:

**Tender spesifikasies:** Regan Mooideen by 021 8088538: e-pos: [Regan.Mooideen@stellenbosch.gov.za](mailto:Regan.Mooideen@stellenbosch.gov.za)  
**Vkb vereistes:** Jeanette Williams by 021 808 8524 e-pos: [Jeanette.Williams@stellenbosch.gov.za](mailto:Jeanette.Williams@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **22 Augustus 2024**, om **11:00**, Stellenbosch Munisipaliteit, by die Hoofgebou Ingang Foyer, Pleinstraat 17, Stellenbosch, dan na die Stellenbosch Raadsaal. Tendersaars wat versuim om die verpligte inligtingssessie by te woon, sal as nie-nakoming beskou word.

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

Verseëde tenders duidelik gemerk: **"B/SM 11/24 : DIE VERSKAF, ONTWERP EN INSTALLERING VAN OPTIESE VESELNETWERK AAN 4 KANTOORGEBOUE"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

<b>Prys</b>	<b>80</b>
<b>BBSEB status</b>	<b>20</b>
<b>Totale punte vir prys en B-BSEB</b>	<b>100</b>

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametoelae van **R448.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

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

G Mettler (Me)  
**MUNISIPALE BESTUURDER**



**TENDER NO.: B/SM 11/25**  
**THE SUPPLY, DESIGN AND INSTALLATION OF OPTIC FIBER NETWORK TO 4 OFFICE BUILDINGS**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>		
<b>Total Bid Price (Inclusive of VAT) (refer to page 85):</b>		
<b>BBBEE LEVEL</b>		
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>N/A</b>

**DATE: August 2024**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Regan Mooideen**  
**Senior Manager ICT**  
Tel. Number: **021-8088538**



## 1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Ms)  
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Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

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5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.



**STELLENBOSCH**

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

G Mettler (Me)

**MUNISIPALE BESTUURDER**



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>B/SM 11/25</b>	CLOSING DATE:	<b>02 September 2024</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>THE SUPPLY, DESIGN AND INSTALLATION OF OPTIC FIBER NETWORK TO 4 OFFICE BUILDINGS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]			
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R			
5. SIGNATURE OF BIDDER			6. DATE				
7. CAPACITY UNDER WHICH THIS BID IS SIGNED							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>				
DEPARTMENT	FINANCE		CONTACT PERSON	Regan Mooideen			
CONTACT PERSON	Jeanette Williams		TELEPHONE NUMBER	021 808 8538			
TELEPHONE NUMBER	021 808 8524		FACSIMILE NUMBER	N/A			
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	<a href="mailto:Regan.Mooideen@ Stellenbosch.gov.za">Regan.Mooideen@ Stellenbosch.gov.za</a>			
E-MAIL ADDRESS	<a href="mailto:Jeanette.Williams@ Stellenbosch.gov.za">Jeanette.Williams@ Stellenbosch.gov.za</a>						





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

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER:

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

DATE:

.....



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



## 2. CHECKLIST

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

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



**3. CLARIFICATION MEETING CERTIFICATE**

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

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

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

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



#### 4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

##### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



### 3. PARTNERSHIP

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

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

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

### 4. CONSORTIUM

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

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

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





## 5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

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

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

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

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

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

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

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



## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

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

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

*Note*

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.1 Eligibility**

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

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

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

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

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

### **F.2.3 Check documents**

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

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




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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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





#### **F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **F.2.17 Clarification of tender offer after submission**

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

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

#### **F.2.18 Provide other material**

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

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

#### **F.2.20 Submit securities, bonds and policies**

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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




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### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

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

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

#### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level.





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

#### **F.3.6 Non-disclosure**

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

#### **F.3.7 Grounds for rejection and disqualification**

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

#### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement



of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

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

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

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

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

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

In the case of a price and preference:

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

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

In the case of a functionality, price and preference:

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

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

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

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

Where:

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and

$P_{min}$  = Price of lowest acceptable tender or offer.



- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
  - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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



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

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

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

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

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

**Where:**

*Ps* = Points scored for price of bid under consideration;

*Pt* = Price of bid under consideration; and

*Pmin* = Price of lowest acceptable bid.

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

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



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

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

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

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

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

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

**Where:**

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

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

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

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

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

#### F.3.11.8 Scoring preferences



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

#### **F.3.11.9 Scoring functionality**

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

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

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

**Where:**

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

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

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

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

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

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

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




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### **F.3.15 Complete adjudicator's contract**

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

### **F.3.17 Provide copies of the contracts**

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

### **F.3.18 Provide written reasons for actions taken**

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

### **F3.19 Transparency in the procurement process**

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

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

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

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

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

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

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

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

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

### **1. DEFINITIONS**

The following terms shall be interpreted as indicated:

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





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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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



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

## **6. Patent rights**

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

## **7. Performance security**

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

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

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



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

## **9. Packing**

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

## **10. Delivery**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental**

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



#### 14. Spare parts

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

#### 15. Warranty

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

#### 16. Payment

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

#### 17. Prices

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

#### 18. Variation orders

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



## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

## 22. Penalties

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

## 23. Termination for default

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





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

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**



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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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



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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

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

*General Conditions of Contract (revised July 2010)*





## 8. GENERAL CONDITIONS OF TENDER

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

**PLEASE NOTE:**

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



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

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

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

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

## **9 Service Level Agreement**

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

## **10 Centralised Supplier Database**

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

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

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



## 9. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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



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



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

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

#### 4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23**

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and BBBEE (must not exceed 100)</b>	<b>100</b>

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

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

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



## 2. DEFINITIONS

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

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

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

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

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

### 4.3 POINTS AWARDED FOR PRICE

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

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

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

**(b) Promotion of enterprises located in the municipal area (WCO24) . (N/A).**





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

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

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

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



## 6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**.

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

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

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

## 8. SUB-CONTRACTING

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

**(Tick applicable box)**

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

8.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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



Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

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

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

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

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

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

i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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



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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

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

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



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

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

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

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

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

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

Signature & stamp

Date:

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

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

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

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

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

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





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

## 5. CERTIFICATION

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

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

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



## 12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

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

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

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



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

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

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



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

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

**NOTE:**

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

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



**15. FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

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



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



## 16. SPECIFICATIONS

### Introduction

Stellenbosch Municipality is expanding---optic (fiber) networks to adapt to the changing digital landscape in the workplace. As more municipal functions are carried out online or require interconnectivity, these networks help Stellenbosch Municipality to meet the growing demands of the public it serves and the internal department demand.

Stellenbosch Municipality currently has minimal installed Fiber network covering our Emergency services. This infrastructure would need to be replaced as part of this tender. The ICT strategy is to connect all their office buildings with a Fiber network. Additional sites could be added as new buildings are occupied. The Fiber network expansion will also include Fiber build to support other flagship projects requiring connectivity.

The Stellenbosch Municipality requires the services of suitably and highly qualified Contractor who will provide a full turnkey solution in extending the current Fiber optic network between the office buildings. This is to create additional redundancy for the current network and to add additional sites as new buildings are occupied.

### High Level Requirement

Bidders are invited to build an underground dark fibre-optic solution between the following 4 office locations from its Main Office building in Plein Street to allow the Municipality to transmit multiple wavelengths of a bit rate of at least 10 Gbps between the end points specified below. Bidders must provide an end-to-end solution, i.e. from one Optical Distribution Framework (ODF) to the next ODF. Build the entire link exclusively for the use of the Stellenbosch Municipality. The bidders must ensure that their solution adheres to all the requirements specified in the sections that follow.

The bidder must provide dark fibre between the four (4) end points specified in the Table below using 48F fibre cable.

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



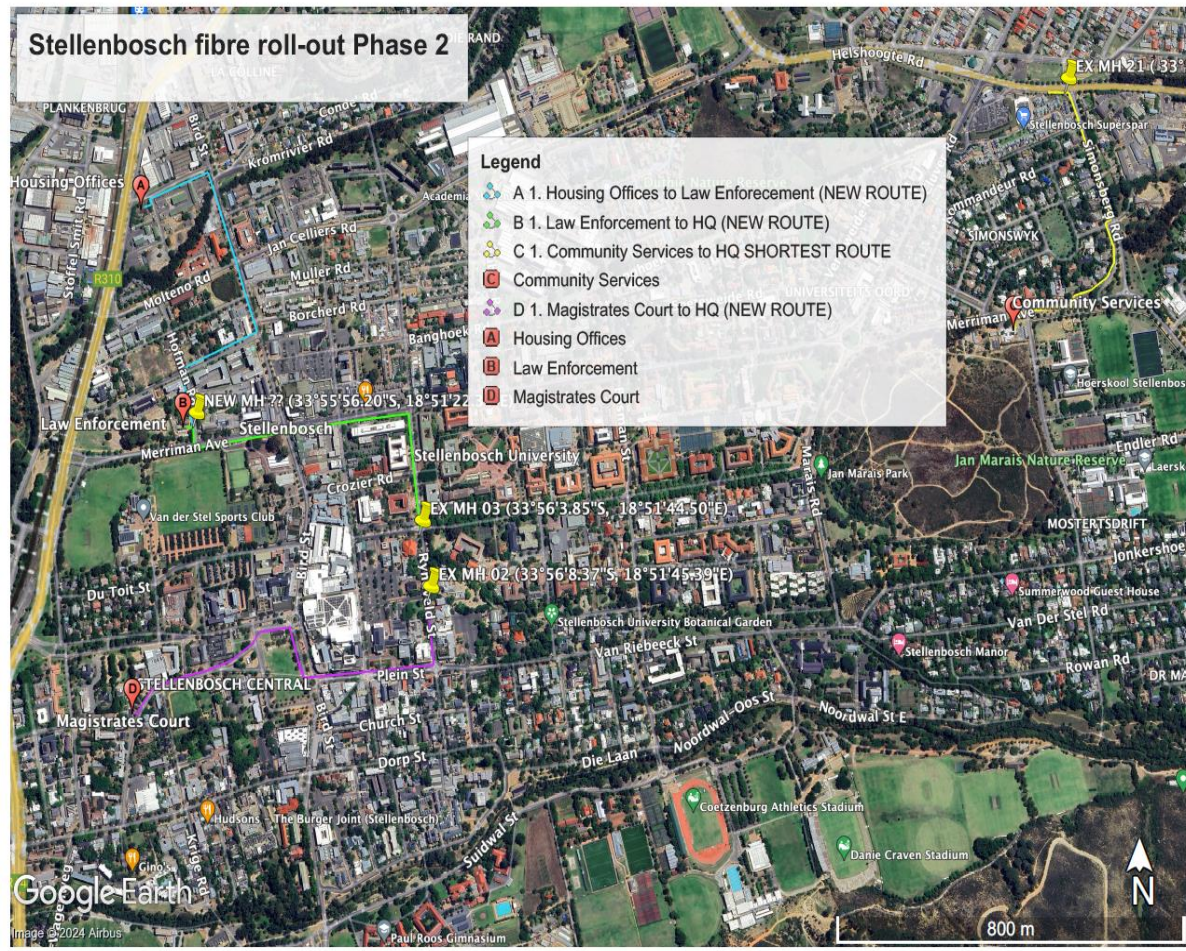


The address, coordinates and site contacts for each endpoint is provided.

Priority	End Point	Address	GPS Coordinates	Contact Details
3	Housing Offices	14 Drukkers Road, La Colline, Stellenbosch	<u>-33.927871,</u> <u>18.854589</u>	Vernon Sims / 0218088400
2	Law Enforcement	Hoffman Road, Stellenbosch	-33.932270, 18.855939	Vernon Sims / 0218088400
1	Community Services	Marais Roads, Mostersdrift, Stellenbosch	-33.930376, 18.878324	Vernon Sims / 0218088400
4	Magistrates Court	35 Mark Street, Stellenbosch	-33.93781, 18.85483	Vernon Sims / 0218088400

The fibre must be routed in such a way as to minimise the total distance of the build. A map showing the pickup points (manholes) for the above 4 sites are included to show routing that must be used in this fibre build.

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



## Scope of work

### 1. Geotechnical Survey

Bidders may carry out their own survey to more accurately determine the requirements of this build. The Municipality encourages bidders to scope the build as accurately as possible to minimize variations to the cost of the build during implementation.

### 2. Civil Works Procedure and Requirements (SANS 2001-DP3)

Prior to the excavation for the duct, the bidder shall ensure that the route is cleared of any obstruction, such as trees, shrub, tree roots, rocks, etc, to allow for minimum safe working area for trenching as per safety plan.

- Trenching in Soft Soil: trenching to be done within road reserves 1 meter away from the fence line. The minimum depth of the trench to be 1000mm and at least 200mm width.

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



- Trenching in medium hard rock: trenching to be done within road reserves 1 meter away from the fence line. The minimum depth of the trench to be 600mm and at least 200mm width.
- Trenching in Hard Rock conditions i.e. dolerite or mudrock, a trench depth of 400mm is required. Sharp edges in the trench to be removed and the trench must be padded with soft-soil of at least 100mm of approved material or imported soil before laying of the sub-duct.
- No trench must be left open for longer than a day on roads' edges, unless barricaded and warning signs erected of possible danger. In line with the agreed upon safety plan and traffic management plan.

### 3. Laying of duct, sub-duct, hauling of FOC Procedure (SANS 10340-2:2006 & SANS 2001-DP3)

Bidders must use underground sub-ducting for this build; direct buried fibre cable shall not be acceptable. Sub-ducts shall be laid and jointed, and shall be evenly supported for their full lengths on the bedding, which shall have been evenly and thoroughly compacted. If lengths of ducting are jointed along the trench, care shall be taken to avoid straining the joints when the ducting is lowered into the trench. Bidders are encouraged to minimise the number of sub-duct joints along the route, e.g. by procuring full-length sub-duct.

### 4. Padding, Bedding and Backfilling and Compaction (SANS 2001-DP3)

Bedding material shall be placed around and over the duct(s), and thoroughly and evenly compacted. Compaction shall be done in such a way that ducts are not disturbed and joints are not impaired.

### 5. Crossings

While boring, bidders must utilise directional drilling technology, except in the areas where the geography allows thrust-boring techniques (generally only applicable to some minor road crossings or driveways). Backfilling must be done in compliance with the sections above and completed within the same day. In case of bridge crossing where directional drilling is not possible, the duct must be attached securely onto an appropriate part of the bridge (top, side, bottom). The best method will be determined, agreed with the bidder and approved by Project Manager and obtain authorization from structural engineer from the Municipality/Provincial authorities prior to implementation. The bidder must detail how they plan to handle the bridges and culverts that exist along the route

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





## 6. Asset Identification

### 6.1 Electronic Markers/Passive Transponders

In order to identify and locate underground assets, electronic markers must be placed in all handholes and manholes. To mark the change of direction of the fibre cable e.g. road, river or creek crossing, electronic markers must be placed above the fibre cable.

### 6.2 Route Markers

An approved marker post type must be installed on all areas where fibre is buried along the route at regular intervals. Marker posts must also be installed at cable deviations or change of direction to enable the accurate location of the cable.

### 6.3 Detectable/marker Tape

An approved laminated colour tape of at least 50mm wide must be placed along the geometric centre of the cable route in the trench 300mm above the fibre cable.

## 7. General Fibre Infrastructure requirements

### a. Splicing kits

All optical splices in the network are to be made using the fusion type method. A fusion splice kit must be used for all splices and the specific kit in use shall be capable of achieving splices of 0.05 dB loss or better at 1310nm, 1550nm and 1625nm on single-mode fibre cable.

### b. Fibre optic connectors

The single mode connectors furnished on optical patch cords and pigtails must be high specification LC (Lucent Connector)/APC (Angled Physical Contact) type. All optical connectors supplied will be factory installed on patch cords or pigtails. No field installation of connectors shall be permitted.

### c. Pigtails

The optical pigtails are to consist of a section of single mode fibre, jacketed cable of sufficient length, equipped with a factory installed LC (Lucent Connector)/APC (Angled Physical Contact) type connector at one end. The other end can be stripped and prepared for fusion splicing. Pigtails are to be fusion spliced to the main cable, have an appropriate splice protector applied and installed in splice trays to the manufacturer's specifications.

### d. Fibre-Optic Termination Panel

All fibre on the micro-cable must be terminated onto a Fibre-Optic Termination Panel at the end points. Provision must be made to allow specific fibre cores to be spliced all the way through to the terminal equipment, if needed. The following

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



requirements must be adhered to:

- The MUNICIPALITY requires the use of high specification LC (Lucent Connector)/APC (Angled Physical Contact) connectors. The connector specifications and type used by the bidder must be provided.
- All terminated fibre spans must be clearly and accurately labelled.
- Sufficient fibre slack must be provided for at all points where the fibre connects to a patch panel. All slack must be neatly coiled and secured in a manner that does not exceed the minimum bend radius of the pigtail.
- The Fibre-Optic Termination Panel must terminate on the MUNICIPALITY provided racks at the end points, and at the bidder provided 19" rack.
- Any unused ports on the panel must be covered with suitable plugs or protective covers.

## 8. Underground Fibre infrastructure requirements

### a. Duct/microduct requirements

The Stellenbosch Municipality requires a (1) 4-way micro-duct fibre route exclusively for our use. The micro-duct inner diameter must be 10mm or larger. The Stellenbosch Municipality prefers direct buried micro-ducts to minimize costs.

### b. Fibre Optic Cores

The Stellenbosch Municipality requires a fibre-optic micro-cable with at least forty eight (48) single-mode fibre cores to be blown through one of the available micro-ducts between each of the end-points specified above.

### c. Manhole/Handhole requirements

The MUNICIPALITY prefers the use of high strength Sheet Moulding Compound (SMC) manholes due the life expectancy and ease of installation. However, bidders may offer alternatives that exceed the typical characteristics of the SMC manholes. The MUNICIPALITY is not prescriptive about the type of handholes to be used. The bidders must comply with the following requirements:

- Each manhole and handhole must be buried at a top depth of 200mm
- The maximum distance between manholes must not exceed 1Km.
- Each manhole needs to cater for about 30 m of total fibre slack (15 m from either direction), which must be neatly managed (stored) on slack management trays.

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



- Handholes must be strategically placed between manholes and the maximum distance between 2 consecutive handholes must not exceed 500 m.
- Each handhole must cater for at least 5 m of total fibre slack.
- The type of splice enclosure selected must be compatible with the specific manhole used. Also, the splice enclosures must be firmly mounted to the manhole.
- All manholes and handholes must have a drainage hole/plug.
- Access to manholes and handholes must be controlled using either a mechanical lock or a smart lock.
- A location marker is required at each handhole and manhole and must be clearly documented.

#### d. Fibre-Optic Splice enclosures

All splices shall be contained within a suitable splice enclosure. This enclosure must be watertight and weatherproof and must cater for the full number of fibre cores in a fibre micro-cable that it is being spliced. The Stellenbosch Municipality is not prescriptive about which splice enclosure to be used, but the specifications for the splice enclosure must be provided together with the bidder's response.

## 9. Optical Specifications

### a. Fibre Specification

Bidders shall provide either G.652D or G.657 fibre in compliance to the cable specifications (including chromatic and polarization mode dispersion) specified by the International Telecommunication Union (ITU). Over and above the requirements detailed in the International Telecommunication Union (ITU) specifications, the Stellenbosch Municipality expects the provided fibre to be on par with current industry norms regarding long haul dark fibre. In particular, on the date of delivery, the Stellenbosch Municipality expects the fibre to comply with the follow specifications:

#### Attenuation

Wavelength	Expected Value (db/km)
1550 nm	<0.20
1625 nm	<0.22

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

**Chromatic Dispersion**

Wavelength	Expected Value (ps/(nm.km))
1550 nm	4-10
1625 nm	17

**Polarization mode dispersion**

Expected Value (ps / $\sqrt{\text{km}}$ )	<0.06
---	-------

**b. Splicing specifications**

Overall, the splices on the network must comply with the following:

- The two-way average splice loss at 1550nm for all splices on a fibre span shall not exceed 0.08dB per splice.
- The two-way average splice loss at 1550nm shall not exceed 0.10dB for any individual splice.

**10. Fibre Testing****a. Pre-installation Tests**

Suppliers need to comply with industry standards in pre-testing the fibre prior to installation to ensure that the losses due to laying/blowing the fibre are within accepted tolerances.

**b. Post-installation Tests**

Bidder must comply with the following:

- Bidders must provide bi-directional test results of all of the installed fibre cores from the Main Building Server room
- Tests for the Attenuation, Chromatic dispersion and Polarization mode dispersion must be conducted. The Stellenbosch Municipality is not prescriptive about the specific tests that must be conducted, but bidders must ensure that the tests adhere to the relevant South African Bureau of Standards (SABS) standard. Specifically, SANS

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60793-1-42:2018, SANS 60793-1-48:2007 and SANS 60793-1-40:2001.

- The specific test procedure including details of the test equipment used by the bidder must be documented and included as part of the bidder's response.

## 11. As-Build Documentation

On completion of the works and prior to handover the Contractor must provide as-built documentation and complete system descriptions. Sample of as-built documentation should be submitted together with the bidder's tender response.

Following approval of the draft documentation the Contractor must provide a final copy of the "As Built" documentation in electronic format compatible to any personal computer. Hard copies and electronic copies of all drawings must also be supplied. As built documentation must include the following:

### a. As built drawings

Drawings in AutoCAD or Microsoft Visio format suitable for uploading to AutoCAD must be supplied in addition to Portable Document Format (PDF) format pages complete with title sheet and index sheet. During the construction of the cable route the Contractor must progressively and as soon as reasonably practicable prepare and submit the 'as-built drawings' identifying the location and type of cable route installation. These drawings shall be accurate, of professional quality and reflect the true nature of the cable route installation. The as built drawings shall include but are not limited to the following:

- Important Geographical Features
- Major earthworks (e.g. abutments, cuttings, embankments, drainage features, culverts).
- Natural features (e.g. treed and cropped areas, water courses, water bodies etc.).
- Existing infrastructure particularly within easements (e.g. edge of bitumen, sealed and unsealed roads, fence lines, access gates, major existing signs, power poles, transmission tower bases, stanchions).
- Other features of the built environment external to easements (e.g. houses, commercial and industrial premises).
- Other parties' services.
- Roads and access roads.
- All features must include relationship and proximity to the cable route and

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depths.

#### b. OTHER DETAILS INCLUDING

- Building termination details including rack, patch panel information.
- GPS co-ordinates of all trenches locations, changes in direction of cable route, changes in construction technique, start and end of large crossings (e.g. roads, railways, watercourse etc.).
- Photo pack containing minimum 12 Megapixel resolution digital photo of every access pit/manhole/trench (1 photo internal, 1 photo looking in each direction in the line of the cable route from the pit/manhole with the lid in place).
- Photos should be in .jpg format and must be clearly named according to the manhole name/number that will appear on the as built drawing.
- The cable route as installed shall be recorded in a format that will allow the Municipality to onward supply this information to relevant municipal, provincial and national authorities as needed. The Municipality recommends that the MapInfo TAB file format be used.
- The Global Positioning System (GPS) coordinates must be at least  $\pm 1$  meter accuracy to determine all locations.
- Fibre optic cable test results. This must be provided in both raw Optical Time Domain Reflectometer (OTDR) output files as well as summarised in a suitable format e.g. Excel spreadsheet, PDF, etc.

## 12. Quality Assurance

Bidder must establish quality management procedures in conjunction with Municipality to ensure that installation, equipment, material and workmanship conform to the standards required in the contract documents.

Contractor must submit a quality assurance plan as part of the bid response for review and approval by Municipality within one (1) week before the commencement of the agreement.

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



### 13. Support and Maintenance

#### a. Service Requirements

The MUNICIPALITY requires the deployed fibre link to be supported by the bidder for a period of three (3) years from the date of the contract. The MUNICIPALITY requires that a minimum up-time of 98% (end-to-end) to be maintained for the link. To manage these requirements, the MUNICIPALITY requires all bidders to:

- Include a Service Level Agreement (SLA) as part of its solution. Bids received without SLA options will be eliminated. The SLA shall provide the details of the service levels offered and as a minimum comply to the following criteria:
  - a. 24/7 access to a Network Operations Centre (NOC) to log support requests;
  - b. Maximum response time of 4 hours; and
  - c. Maximum service restoration time of 8 hours.
- Keep Hardware spares to repair/replace failed or broken infrastructure components.
- Provide a list of spares and holding area to support the SLA.
- Indicate the location of the available maintenance teams.

#### b. Maintenance

Details about the following aspects of the bidder's maintenance and support capabilities are required in order to evaluate the quality of the maintenance that the bidder will provide with respect to this link:

- Mean Time To Repair;
- Same day response, Working day response only, etc;
- Fault Logging Procedures;
- Maintenance down time procedures and advance warning procedures;

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- Fault Monitoring and Alerting capability;
- Scheduled reporting of incidents & performance measurements; and
- Customer responsibilities indicated;

The bidder must also specify whether the link being provided in this tender will be actively monitored or not. If the link is actively monitored, the Municipality must have access to this system to aid with fault monitoring and logging. This information must be provided as part of the bidder's response.

#### 14. Civil Works Warranty

The bidder must provide a 2-year warranty in respect to the overall installed fibre infrastructure. Any defects, deterioration or deformation on civil work within a 2 year period must be repaired/restored at the cost of the contractor.

#### 15. Warranty of materials

All materials, including ducts, optical fibre cable, manholes, splice-enclosures must be supported under warranty by the Contractor, for the performance as specified by the manufacturer, for a period of no less than five (5) years from the time of practical completion of the works.

#### 16. Occupational Health and Safety Standards

I. The contractor must comply with the provisions of the Occupational Health and Safety, OHS Act 85 of 1993 and all other regulations and specifically the Construction Regulations 2014 requirements when budgeting and quoting. The Municipality having considered the size of the project and the degree of risk, will require the contractor to appoint a competent health and safety officer [CR 6(6)] in writing to assist in the control of health and safety hazards inherent in the construction work.

II. The bidder to provide Health and Safety Management Plan outlining the approach in mitigation of Health and Safety risks.

III. The Bidder shall ensure at all times that it has full regard for the health and safety of all its employees, contractor and/or users of the roads, premises, and where relevant, its own premises, vehicles, equipment and machinery (whether lawful or not), in accordance with all Laws including those relating to safety, health and environment, and Good Industry Practice.

IV. Prior to the execution of any works the bidder shall make himself familiar with the safety requirements as explained in the Municipality's health and safety management guidelines. The Municipality's Safety, Health and Environment (SHE) management guidelines must be read in conjunction with the appropriate acts and regulation

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pertaining to occupational health and safety.

- Safety at Road Works in Urban areas and Rural areas - South African Road Transport Signs Manual (SARTSM) Ch13 - Volume 2.
- Occupational Health and Safety Act, Act 85 of 1993 and all other Regulations
- Construction Regulation of 2014
- Compensation for Occupation, Injuries and Diseases Act (COIDA)

V. In compliance to Health and Safety Specification bidder to be aware that Safety File will be required and audited by the Municipality Safety, Health and Environment (SHE) Department and safety induction conducted prior to the start of project execution. The bidder shall appoint safety officer who will periodically be on site to ensure safety compliance. A competent first aider will also be required to be on site at all times.

VI. The bidder will be required to observe the Safe Working Practice and comply with the following:

- Incident Management (Reporting and Investigation)
- Daily safety Talk Register

VII. The Occupational Health and Safety (OHS) Act Section 37.2 agreement shall be signed with the winning bidder to indemnifies MUNICIPALITY free and harmless from and against any and all proceedings, claims, demands, liabilities, losses and legal and associated costs incurred in respect of or in connection with:

- any damage or loss to property, real or personal;
- any injury to any individual, including injury resulting in death;
- violation of any third-party rights, including without limitation any right of privacy or Intellectual Property rights; and arising out of or in connection with the actions of or omissions by it or its Designated Employees, employees or sub-contractors, or any breach of its obligations herein.

VIII. The bidder must provide proof of good standing with Workers compensation Commissioner or other recognized insurer.

## 17. Environmental Management Requirements

I. Due to the nature of work involving excavation of earth, river crossing, swamp and possible bush clearing. The bidders must ensure that all Environmental Impact Assessment (EIA) and the requirements for Water Use License (WUL) are considered

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and factored in their project planning and implementation.

II. The bidder is hereby made aware that it will be expected of them to comply/do with the following:

- a. Implement, manage and maintain the construction elements of the Environmental Impact Assessment EIA and Water Use License WUL for the duration of the contract;
- b. Designate, appoint and/or assign tasks to Safety, Health and Environment (SHE) Officer who will be responsible for managing all or parts of the construction Environmental Management Plan (EMP).
- c. Ensure that all sub-contractors and other workers appointed by the Contractor are aware of their environmental responsibilities while on site or during the provision of their services off site;
- d. Ensure that all sub-contractors and other workers appointed by the Contractor are complying with, and implementing the operational Environmental Management Plan EMP during the duration of their specific contracts; and
- e. Submit a comprehensive risk register that outlines the management approach to mitigate the anticipated environmental impacts emanating from the construction work.
- f. Reduce the environmental impact of civil and fibre works through the proactive employment of sound and effective working practices, including but not limited to the rehabilitation, disposal of rubbles and refuse as outlined in the operational Environmental Management Plan EMP.
- g. Bidders shall submit a detailed environmental awareness plan as required by National Environment Management Act (NEMA).

### III. Environmental Management Acts:

- a. In conjunction with Environmental Impact Assessment (EIA) and operational Environmental Management Plan EMP the Bidder shall comply with the following environmental legal and statutory requirements, but does not negate compliance with the other relevant legal requirements;
  - i. The Constitution of the Republic of South Africa 1996
  - ii. National Environment Management Act, Act 107 of 1998
  - iii. Conservation of Agricultural Resources Act - Act 45 of 1983
  - iv. National Forests Act – Act 84 of 1998

PRINT NAME:			
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SIGNATURE:		DATE:	



## 18. References

All bidders must provide details for three (3) references for similar civil projects. The references must cumulatively be able to testify to the bidder's capability in:

- I. Executing civil works for fibre installation;
- II. Supplying, installing and commissioning long distance optical fibre cable; and
- III. Providing support and maintenance to clients.

The following details need to be available per reference:

- I. Name of Company/Projects
- II. Name and Contact detail for contact person (email or telephone number)

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





**17. PRE-QUALIFICATION SCORE SHEET**

The mandatory tender evaluation will be based on the following methodology.

Evaluation aspect	MINIMUM REQUIREMENT	YES / NO
<b>Infrastructure and resources available</b> <b>Plant and equipment (owned or leased)</b>	Bidder must have the following: 2 x Vehicle, 2 x splicing machine 2 x fibre test equipment	

<b>References</b>	<p>All bidders must provide details for three <b>(3) references</b> for similar civil projects of more than 10KM per project.</p> <p>The references must cumulatively testify the bidder's capability in:</p> <ul style="list-style-type: none"> <li>• Executing civil works for fibre installation;</li> <li>• Supplying, installing and commissioning long distance optical fibre cable; and</li> <li>• Providing support and maintenance to clients</li> </ul>	<p>The following details must be available per reference:</p> <p>I. Name of Company/Projects</p> <p>II. Name and Contact detail for contact person (email or telephone number)</p>
<b>Staffing Profile:</b> <b>Skilled Resources – measured in number of industry recognized fiber optic certificates submitted</b>	Minimum 4 Technicians with CV and industry recognized fibre optic certificates attached	<b>submit CV's and certificates for each Technician</b>

**ACCEPTABLE BIDDERS ARE REQUIRED TO SUBMIT CV's and CERTIFICATES AS PART OF THEIR BID DOCUMENT: FAILURE TO SUBMIT WILL LEAD TO BID BEING NON-RESPONSIVE.**



## **COMPULSORY REQUIREMENTS FROM BIDDERS**

### **Bidders will be disqualified for failure to comply to the following requirements**

- 1.1. The Bidders must complete the Pricing Schedule.
- 1.2. The minimum acceptable Fiber optic qualification is the industry recognized Fiber Optic Certification. Bidders are required to submit copies of the industry recognized FO certification of all splicers that will be allocated to this contract.
- 1.3. Successful bidders must make use of local (WC024 area of jurisdiction) labour on the following basis
  - Unskilled labour = 100%
  - Semi-skilled labour = 40%
  - Skilled labour = 10%
- 1.4. The below table provides a listing of all possible scenarios in completing the project/s as requested. This is to assist us evaluating your bids in a fair and transparent manner. Kindly complete only the lines pertaining to the route in question.
- 1.5. It is critical that the Summary Bill be completed accurately
- 1.6. The Developer/consultant must provide the following information to the Municipality's Asset and Wayleaves department once the project has been completed **(UNBUNDLING OF ASSETS)**.
  - As-built drawings/ google images with dimensions/ Diagrams with dimensions.
  - As-built drawings, diagrams, list of addresses where infrastructure was installed w.r.t meter panels, streetlights.
  - Invoices, expenditure; final BOQ, final payment certificate.
  - Completion certificate.
  - Location information – list indicating a street location, kmz files, marked up map.

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



**18. SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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



**19. SCHEDULE OF SUBCONTRACTORS**

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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



## 22. CERTIFICATE OF REGISTRATION WITH CIDB

### CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



### 23. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

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

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

#### 1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 11/25**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

In figures:	R
In words:	

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

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





## 2. ACCEPTANCE

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## 24. PRICING SCHEDULE

### NOTE:

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

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

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

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

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

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

### Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**PRICING SCHEDULE**

ITEM 1.00	DESCRIPTION - COMPLIANCE WITH OHS ACT	Unit of measure	Total price excl Vat
1.01	Implementation of the approved Safety Plan, in order to comply with the OHS Act for the duration of the contract, measured per project presence on site.	Per project	
1.02	Sum to cover costs of repairs to services for which the contractor is not liable	sum per project	
	SUB-TOTAL		
ITEM 2.00	Civil works	Unit of measure	Total price excl Vat
2.01	Assuming not more than 5% will be rock, perform Trenching on tar, paving bricks and concrete surfaces, 450 x 900 mm (w x d)	Linear meter	
2.02	Assuming not more than 5% will be rock, perform Trenching on normal soil, 450 x 900 mm (w x d)	Linear meter	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2.03	No civil works required. Supply Bedding and Padding (River Sand) including labour	m <sup>3</sup>	
2.04	No civil works required. Importing of Backfill Material	m <sup>3</sup>	
2.05	No civil works required. Supply and laying Of Warning Tape in Open Trench	Linear meter	
2.06	Specialized Crossing. (One 110mm PVC/HDPE Pipe)	Linear meter	
2.07	No civil works required. Supply & Lay pipe 110mm Nextube in Open Trench	Linear meter	
2.08	No civil works required. Supply & Lay pipe for 32/26mm Duct	Linear meter	
2.09	No civil works required. Supply & install pipe 50/42mm Duct	Linear meter	
2.10	No civil works required. Supply & Install 7- way micro duct (12/10mm)	Linear meter	
2.11	No civil works required. Supply & Install 4- way micro Duct (12/10mm)	Linear meter	
2.12	No civil works required. Supply & Install 2- way micro Duct (12/10mm)	Linear meter	
2.13	No civil works required. Supply and install End Caps (110mm Nextube)	ea	
2.14	No civil works required. Supply and install End Caps (50mm)	ea	
2.15	No civil works required. Supply and install End Caps (12mm)	ea	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2.16	No civil works required. Supply and install 50/50 Duct Coupler	ea	
2.17	No civil works required. Supply and install Couplings (12/10mm)	ea	
2.18	No civil works required. Supply and Plug End 12mm - 9938 -Pressure	ea	
2.19	No civil works required. Supply and install Fibre none armored cable (96 FC / G652)	Linear meter	
2.20	No civil works required. Supply and install Fibre armored cable (96 FC / G652)	Linear meter	
2.21	No civil works required. Supply and install Fibre none armored cable (72 FC / G652)	Linear meter	
2.22	No civil works required. Supply and install Fibre armored cable (72 FC / G652)	Linear meter	
2.23	No civil works required. Supply and install Fibre none armored cable (48 FC / G652)	Linear meter	
2.24	No civil works required. Supply and install Fibre armored cable (48 FC / G652)	Linear meter	
2.25	No civil works required. Supply and install Fibre none armored cable (24 FC / G652)	Linear meter	
2.26	No civil works required. Supply and install Fibre none armored cable (24 FC / G652)	Linear meter	

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2.27	No civil works required. Supply and install Fibre none armored cable (12 FC / G652)	Linear meter	
2.28	No civil works required. Supply and install Fibre armored cable (12 FC / G652)	Linear meter	
2.29	Excavate access pit for under-road drilling machine (L-2000 x W-500 x D-1000)	ea	
	<b>SUB-TOTAL</b>		

<b>ITEM 3.00</b>	<b>Duct and Fibre Testing:</b>	<b>Unit of measure</b>	<b>Total price excl Vat</b>
3.01	Qualify pipes (Duct Integrity Test) - 7 Way	Linear meter	
3.02	Qualify pipes (Duct Integrity Test) - 4 Way		
3.03	Qualify pipes (Duct Integrity Test) - 2 Way		
3.04	Qualify Fibre on Drum		
3.05	Qualify Fiber OTDR Trace with report (Bi- directional)	ea	
3.06	Fibre ATP Test (full range)	96 FC	
3.07	Fibre ATP Test (full range)	72 FC	

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3.08	Fibre ATP Test (full range)	48 FC	
3.09	Fibre ATP Test (full range)	24 FC	
3.10	Fibre ATP Test (full range)	12 FC	
	SUB-TOTAL		
ITEM 4.00	Splice & Manage Fibre:	Unit of measure	Total price excl Vat
4.01	Supply & fit Slack Brackets in Handhole	Linear meter	
4.02	Supply & fit Slack Brackets in Handhole	ea	
4.03	Splice Fibre in Slimbox	ea	
4.04	Splice Fibre in Drawer	ea	
4.05	Splice Fibre in joint	ea	
4.06	Supply and install Splice closure - 96 Fibre	ea	
4.07	Supply and install Splice closure - 72 Fibre	ea	
4.08	Supply and install Splice Protector in Joint	ea	

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4.09	Supply and install Dome joint with a loop through - tube distribution enclosure	ea	
4.10	ODF Labelling of new Link (Existing Installation)		
4.11	Labelling of Joint Closure		
4.12	ODF Labelling of new Link (New Installation)		
4.13	Labelling of handhole/Manhole		
	SUB-TOTAL		
ITEM 5.00	Wayleave Management	Unit of measure	Total price excl Vat
5.01	Wayleave Management	Unit of measure	
5.02	Prepare and Submit Wayleave	Meter	
	SUB-TOTAL		

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ITEM 6.00	Deviances to civil works	Unit of measure	Total price excl Vat
6.01	Allow for metal barricading at night of open trenches with flashing stroboscopic lanterns, as specified.	Per project	
6.02	Allow for net barricading at night of open trenches with flashing stroboscopic lanterns, as specified.	Per project	
6.03	Pipe and accessories and Supply and installation of 1-way bridge attachment for bridge crossing	meter	
6.04	Supply and install Dome joint with a loop through - tube distribution	ea	
6.05	Supply and install Polyethylene modular Stack box Size: 450mm x 600mm	ea	
6.06	Supply and install FOMS ODF and the Rack (24 port single mode) and FMT	ea	
6.07	Supply and install FOMS ODF and the Rack(24 port multi-mode) and FMT	ea	
6.08	Supply and install FOMS ODF and the rack (48 port single mode) and FMT	ea	
6.09	Supply and install FOMS ODF and the rack (48 port multi-mode) and FMT	ea	

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6.10	Supply and install 1U 24 port ODF (patch panel with 5 duplex LC mid couplers )	ea	
6.11	Supply and install LC APC MultiMode duplex connectors	ea	
6.12	Supply and install LC PC MultiMode duplex connectors	ea	
6.13	Supply and install LC UPC MultiMode duplex connectors	ea	
6.14	Supply and install LC PC Single Mode duplex connectors	ea	
6.15	Supply and install LC APC Single Mode duplex connectors	ea	
6.16	Supply and install LC UPC Single Mode duplex connectors	ea	
6.17	Supply and install 1U sliding steel splicing panel designed to accept 48	ea	
6.18	Supply and install 1U sliding krone splicing panel designed to accept 24 fibers	ea	
6.19	Supply and install 1U sliding krone splicing panel designed to accept 48 fibers	ea	

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6.20	Supply and install Manhole: Double skin clay brick and mortar manhole including frame and cover (1000mm length x 1000mm width x 1000mm depth - inside dimensions); and precast cover - smart lock ; with manhole numbering	ea	
6.21	Supply and install Manhole: Sheet Moulded Compound, a polyester based glass fibre reinforced polymer(SMC) 1000 chamber including the following (1000mm depth x 900mm diameter coping size x 650mm daylight opening) Lid, complete with latch, spring, alignment plate, spindle and bush;		
	Frame, with integrated coping; Side panel, ribbed (4x, each representing 90 degrees of the circumference of the chamber); Base plate; Clip (20X), used to fasten the side panels in assembly; Service hole plug: 170 mm inner diameter (4x); Keyhole plug; Mechanical key; tamper proof; Kit of bolts, nuts, washers and pins required to assemble the chamber on site; to	ea	

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6.22	Supply and install Manhole: Sheet Moulded Compound, a polyester based glass fibre reinforced polymer(SMC) 600 chamber including the following (600mm depth x 600mm diameter coping size x 350mm daylight opening) Lid, complete with latch, spring, alignment plate, spindle and bush; Frame, with integrated coping; Side panel, ribbed (4x, each representing 90 degrees of the circumference of the chamber); Base plate; Clip (20X), used to fasten the side panels in assembly; Service hole plug: 170 mm inner diameter (4x); Keyhole plug; Mechanical key; tamper proof; Kit of bolts, nuts, washers and pins required to assemble the chamber on site; to provide for split entry installation over existing buried ducts and to be	ea	
6.23	Supply and install GLAM Lock (Gridlock Access Management System) for a centralized access management application for the management of access requests to remote locations which have been equipped with static locking devices and configured on this system	ea	

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6.24	Supply and Install Electronic key to manages all communication with the lock to authenticate and operate the system and also to manages the data communication back to the management platform over the GSM (Global System for Mobile communications) network.	ea	
6.25	Supply and install Manhole: Metro Standard fibre cement Handhole (EN124/SANS 50124) (1000mm x1000mm diameter)pre-cast chamber modular and consists of: <ul style="list-style-type: none"><li>• top fibre cement ring</li><li>• top ring with base ring fitted with a base floor in either a unit bottom ring or split bottom ring configuration. and precast cover - smart lock ; with manhole numbering</li></ul>	ea	
	SUB-TOTAL		
ITEM 7.00	DESCRIPTION - RE-INSTATEMENT	Unit of measure	Total price excl Vat
7.01	Break up existing concrete slabs up to 150mm thick at entrances to properties to permit cable installation, and remove rubble from site to a designated dumping site within 5km from the excavation site: re-	M²	

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7.02	Lift existing paving bricks at entrances to properties to permit cable installation, and store in vicinity for re-use; Reinstall	M <sup>2</sup>	
	pavement layers and paving (including 25mm bedding sand), in accordance with SANS 1200, using paving bricks removed earlier and replacing broken bricks with new, including concrete edging 150mm x 150mm, using a fresh layer of river sand, and remove excess rubble from site to a designated dumping site within 8km from the excavation site		
7.03	Break up existing asphalt road surfaces to soil level at locations as required to permit cable installation, and remove rubble from site to a designated dumping site within 8km from the excavation site; Reinstall pavement layers in accordance with SANS 1200 and reinstall asphalt using 25mm AC Medium graded asphalt surface to match level of adjoining surfaces	M <sup>2</sup>	
	<b>SUB-TOTAL</b>		

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ITEM 8.00	DESCRIPTION - LANDSCAPING	Unit measure	of Total price excl Vat
8.01	Remove existing ground cover and keep wet in good condition where removal is necessary for cable laying; reinstate after applying a 25mm layer of compost worked into the top soil and water well immediately after replanting	M <sup>2</sup>	
8.02	Remove existing shrubs up to 1,0m tall with large amount of soil intact around roots, marking the orientation of the plant (North	ea	
	facing side) and keep wet retaining soil around roots with Hessian or plastic sheets, and keep wet in good condition, where removal is necessary for cable laying; replant retaining the original orientation after applying 2 litres of compost worked into the top soil and water well immediately after replanting, as close as possible to the original location or other location preferred by the		
	<b>SUB-TOTAL</b>		

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ITEM 9.00	DESCRIPTION - Horizontal Drilling	Unit of measure	Total price excl Vat
9.01	Site establishment This cost must include the two access pits	ea	
9.02	Horizontal Directional Drilling single hole 9 meters - Using 110MM HDPE PIPE	ea	
9.03	Drilling additional meters	meter	
9.04	Rock Drilling - Using 110MM HDPE - PIPE	meter	
	SUB-TOTAL		
ITEM 10.00	Site Build		Total price excl Vat
10.01	Site Survey Report	each	
10.02	Supply & install steel pipe galvanized 50mm against building (up to two storey)	each	
10.03	Supply & install steel pipe galvanized 50mm against building (above two storey)	each	

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10.04	Supply & install steel pipe galvanized 100mm against building (up to two storey)	each	
10.05	Supply & install steel pipe galvanized 100mm against building (above two storey)	each	
10.06	Supply & install steel pipe galvanized 150mm against building (up to two storey)	each	
10.07	Supply & install steel pipe galvanized 150mm against building (above two storey)	meter	
10.08	Supply & Fit 50mm PVC Pipe Against Wall against building (up to two storey)	meter	
10.09	Supply & Fit 50mm PVC Pipe Against Wall against building (above two storey)	meter	
10.10	Supply & Fit 110mm PVC Pipe Against Wall against building (up to two storey)	meter	
10.11	Supply & Fit 110mm PVC Pipe Against Wall against building (above two storey)	meter	
10.12	Supply and install of cable trays (RF HD 100mm) @ Heights	meter	

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10.13	Supply and install of cable trays (RF HD 225mm)	meter	
10.14	Supply and install Fibre cable- Mutimode- 50/125µm 12 core aerial- short span	meter	
10.15	Supply and install Fibre cable- Single mode- 9/125µm 12 core aerial	meter	
10.16	Supply and install Fibre Cable - Single mode - 9/125µm 24 core aerial – Short span	meter	
10.17	Supply and install Fibre Cable - Single mode - 9/125µm 48 core aerial – Short span	meter	
10.18	Supply and install Fibre Cable - Single mode - 9/125µm ADSS long span 24 core fibre	meter	
10.19	Supply and install Fibre Cable - Single mode - 9/125µm ADSS long span 48 core fibre	meter	
10.20	Supply and install Fibre Cable - Single mode - 9/125µm ADSS long span 72 core fibre	meter	
10.21	Supply and install Fibre Cable - Single mode - 9/125µm ADSS long span 96 core fibre	meter	

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10.22	Supply and install Fibre Patch Panel - krone 6 port ST simplex adaptor	ea	
10.23	Supply and install Fibre Patch Panel - krone 12 port ST simplex adaptor	Per project	
10.24	Supply and install Fibre Patch Panel - krone 18 port ST simplex adaptor	meter	
10.25	Supply and install Fibre Patch Panel - krone 24 port ST simplex adaptor	meter	
10.26	Supply and install Fibre Patch Panel - krone 24 port LC simplex adaptor	ea	
10.27	Supply and install Connectors-Mid- Coupler Module LC DX MM 6 port complete	ea	
10.28	Supply and install Connectors-Mid- Coupler Module LC DX SM 6 port complete	ea	
10.29	Supply and install Connectors-Mid- Coupler Module SC SX MM 6 port complete	ea	
10.30	Supply and install Connectors-Mid- Coupler Module SC SX SM 6 port complete	ea	
10.31	Supply and install Connectors-Mid- Coupler Module SC DX MM 3 port complete	ea	
10.32	Supply and install Connectors-Mid- Coupler Module SC DX SM 3 port complete	ea	

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10.33	Supply and install Connectors-Mid-Coupler Module ST SX MM 6 port complete	ea	
10.34	Supply and install Connectors-Mid-Coupler Module ST SX SM 6 port complete	ea	
10.35	Supply and install Connectors-Mid-Coupler Module ST ST SM 6 port complete	ea	
10.36	Supply and install Connectors-Mid-Coupler Module ST ST MM 6 port complete	ea	
10.37	Supply and install 24 Port MM OM3 Fibre Patch Panel Complete with Mid-Couplers ST	ea	
10.38	Supply and install 24 Port MM OM3 Fibre Patch Panel Complete with Mid-Couplers LC	ea	
10.39	Fibre Pigtailes - Krone Pigtailes ST Multi-mode 0.5 m	ea	
10.40	Supply and install Fibre Pigtailes - Krone Pigtailes ST Single mode 1.0 m	ea	
10.41	Supply and install Fibre Pigtailes - Krone Pigtailes SC Multi-mode 0.5 m	ea	
10.42	Supply and install Fibre Pigtailes - Krone Pigtailes SC Single mode 1.0 m	ea	

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10.43	Supply and install Fibre Pigtails - Krone Pigtails LC Multi-mode 0.5 m	ea	
10.44	Supply and install Fibre Pigtails - Krone Pigtails LC Single mode 1.0 m	ea	
10.45	Supply and install Fibre Pigtails - OM3 10G Multi-mode 0.5 m ST	ea	
10.46	Supply and install Fibre Pigtails - OM3 10G Multi-mode 1.0 m ST	ea	
10.47	Supply and install Fibre Pigtails - OM3 10G Multi-mode 0.5 m LC	ea	
10.48	Supply and install Fibre Pigtails - OM3 10G Multi-mode 1.0 m LC	ea	
10.49	Supply and install Fibre Pigtails - OM3 10G Multi-mode 0.5 m SC	ea	
10.50	Supply and install Fibre Pigtails - OM3 10G Multi-mode 1.0 m SC	ea	
10.51	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 1m	ea	
10.52	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 3m	ea	
10.53	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 5m	ea	
10.54	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 1m OM3	ea	
10.55	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 3m OM3	ea	

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10.56	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (MM) 5m OM3	ea	
10.57	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (SM) 1m	ea	
10.58	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (SM) 3m	ea	
10.59	Supply and install Dual Fibre Fly and Patch Leads - ST to ST (SM) 5m	ea	
10.60	Supply and install Dual Fibre Fly and Patch Leads - ST to SC (MM) 1m	ea	
10.61	Supply and install Dual Fibre Fly and Patch Leads - ST to SC (MM) 3m	ea	
10.62	Supply and install Dual Fibre Fly and Patch Leads - ST to SC (MM) 1m OM3	ea	
10.63	Supply and install Dual Fibre Fly and Patch Leads - ST to SC (MM) 3m OM3	ea	
10.64	Supply and install Dual Fibre Fly and Patch Leads - ST to SC (SM) 1m	ea	
10.65	Dual Fibre Fly and Patch Leads - ST to SC (SM) 3m	ea	
10.66	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (MM) 1m	ea	
10.67	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (MM) 3m	ea	

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10.68	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (MM) 1m OM3	ea	
10.69	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (MM) 3m OM3	ea	
10.70	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (SM) 1m	ea	
10.71	Supply and install Dual Fibre Fly and Patch Leads - SC to SC (SM) 3m	ea	
10.72	Supply and install Dual Fibre Fly and Patch Leads - SC to LC (MM) 1m	ea	
10.73	Supply and install Dual Fibre Fly and Patch Leads - SC to LC (MM) 1m OM3	ea	
10.74	Supply and install Dual Fibre Fly and Patch Leads - SC to LC (MM) 3m OM3	ea	
10.75	Supply and install Dual Fibre Fly and Patch Leads - SC to LC (SM) 1m	ea	
10.76	Supply and install Dual Fibre Fly and Patch Leads - SC to LC (SM) 3m	ea	
10.77	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 1m	ea	
10.78	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 3m	ea	

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10.79	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 5m	ea	
10.80	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 1m OM3	ea	
10.81	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 3m OM3	ea	
10.82	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (MM) 5m OM3	ea	
10.83	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (SM) 1m	ea	
10.84	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (SM) 3m	ea	
10.85	Supply and install Dual Fibre Fly and Patch Leads - ST to LC (SM) 5m	ea	
10.86	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (SM) 1m	ea	

10.87	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (SM) 3m	ea	
10.88	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (SM) 5m	ea	
10.89	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (MM) 1m OM3	ea	

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10.90	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (MM) 3m OM3	ea	
10.91	Supply and install Dual Fibre Fly and Patch Leads - LC to LC (MM) 5m OM3	ea	
10.92	Treated wooden pole 9 meter (inclusive of labour to excavate, plant pole, compact, removal of excessive material	ea	
10.93	Supply and install Treated wooden pole 7 meter (inclusive of labour to excavate, plant pole, compact, removal of excessive material	ea	
10.94	Supply and install Steel pole 9 meter (inclusive of labour to excavate, plant pole, compact, removal of excessive material	ea	
10.95	Supply and install Steel pole 9 meter (inclusive of labour to excavate, plant pole, compact, removal of excessive material	ea	
10.96	Optic fibre sundries - Aerial Fibre support System Hardware required for one pole incl. Pigtail bolt, S-hook, S/S Strapping Buckle, Tangent support for Suspension for 9.5dia to 10.5dia ADSS Inc Labour to install	ea	

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10.97	Supply and install high density fibre cabinet (Typically used for data centres) including Capacity of 72 modules - 864 SC connectors or 1728 LC connectors	each	
	<b>SUB-TOTAL</b>		

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Summary of Bill	
ITEM	SUB-TOTAL (Excl VAT)
SAFETY PLAN IMPLEMENTATION	R
CIVIL WORKS	R
DUCT AND FIBRE TESTING	R
SPLICE AND MANAGE FIBRE	R
WAYLEAVE MANAGEMENT	R
DEVIANCES TO CIVIL WORKS	R
RE-INSTATEMENT	R
LANDSCAPING	R
HORIZONTAL DRILLING	R
SITE BUILD	R
Sub Total	R
15 % VAT	
Total	

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**25. DECLARATION BY TENDERER**

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

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

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

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

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

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WITNESS 1		WITNESS 2	