

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 111/24 RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES.

TENDER NUMBER: **B/SM 111/24**
DESCRIPTION: **RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES**

CLOSING DATE: **26 August 2024**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: **Rozeeta Petersen at 021 8088018: e-mail: Rozeeta.Petersen@stellenbosch.gov.za**
SCM Requirements: **Gerald Kraukamp at 021 8088519.: e-mail: Gerald.Kraukamp@stellenbosch.gov.za**
Office hours for collection: **08h00-15h30**

A mandatory information session will be held on 5 July 2024 at 11:00, in the Cooperative Boardroom, 3rd floor, NPK building, Plein Street Stellenbosch. A mandatory site visit will take place after the mandatory information session for tenderers to familiarize themselves with the site. Tenderers who fail to attend the mandatory information session and site inspection will be considered non-compliant. To control the number of people at the mandatory meeting, a notice of intent to attend must be sent by email to Rozeeta.Petersen@stellenbosch.gov.za no later than July 3, 2024, at 11:00 a.m. (48 hours before the meeting), will be directed. Only registered persons may attend the mandatory meeting. No walk-in attendance will be allowed. All participants will be expected to bring their own writing materials. No more than 3 persons per company will be allowed

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 111/24 RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES**”, 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, relevant specification, and functionality as depicted in the document and 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 will be either 80/20 or 90/10 in terms of the approved policy.

Price	80/ 90
BBBEE status level of contribution	<u>20/ 10</u>
Total points for price and BBBEE	100 100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 245.00 per document.***

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

G Mettler (Ms)
MUNICIPAL MANAGER

BID KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U HIERMEE UIT OM TE TENDER VIR BSM 111/24 HERONTWIKKELING EN HUUR VAN TRANSVALIA EIENDOMME.

TENDERNOMMER: **BSM 111/24**
BESKRYWING: **HERONTWIKKELING EN HUUR VAN TRANSVALIA EIENDOMME**

SLUITINGS DATUM: **26 Augustus 2024**
SLUITINGS TYD: **12h00: Tender sal oopgemaak word in die Raadslede Raadsaal of die Voorsieningskanaalbestuur Raadsaal**

NAVRAE:

Tenderspesifikasies: **Rozeeta Petersen** by 021 8088018: e-pos: Rozeeta.Petersen@stellenbosch.gov.za
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Kantoor Ure
vir afhaal van dokumente: **08h30-15h30**

'n Verpligte inligtingsessie sal gehou word op **5 Julie 2024** om 11:00, in die Kooperatiewe Raadsaal, 3de vloer, NPK gebou, Plein Straat Stellenbosch. N Verpligte terreinbesoek sal na die verpligte inligtingsessie plaasvind vir tenderaars om hulself met die terrein te vergewis. Tenderaars wat versuim om die verpligte inligtingsessie en terrein inspeksie by te woon, sal as nie-nakoming beskou word. Om die aantal mense by die verpligte vergadering te beheer, moet 'n kennisgewing van voorneme om by te woon nie later as **3 Julie 2024** om 11:00 (48 uur voor die vergadering) per e-pos aan Rozeeta.Petersen@stellenbosch.gov.za gerig word. Slegs geregistreerde persone mag die verpligte vergadering bywoon. Geen instap bywoning sal toegelaat word nie. Daar sal van alle deelnemers verwag word om hul eie skryfmateriaal saam te bring. Nie meer as 3 persone per maatskappy sal toegelaat word nie.

Tenders mag slegs ingedien word op die Tenderdokumentasie uitgereik deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na tendersluiting. Laat, elektroniese formaat, telefoniese of gefaksde tenders sal nie oorweeg word nie en Stellenbosch Munisipaliteit verbind hom nie om die laagste, deel van of enige tender te aanvaar nie.

Verseëde tenders, met " **BSM 111/24 : HERONTWIKKELING EN HUUR VAN TRANSVALIA EIENDOMME**", 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 voltooid stel tenderdokumente. Tenderaanbiedinge 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, relevante spesifikasies en funksionaliteit 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 of 90/10 in terme van die goedgekeurde beleid:

Prys	80/90
BBSEB status	20/10
Totale punte vir prys en B-BSEB	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
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*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R245.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 111/24

RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 69):	
BBBEE LEVEL	

JUNE 2024

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Rozeeta Petersen

Tel. Number: **021 808 8018**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 111/24	CLOSING DATE:	26 AUGUST 2024	CLOSING TIME:	12:00
DESCRIPTION	RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. NAME, SURNAME AND SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		CONTACT PERSON	Rozeeta Petersen	
CONTACT PERSON	Gerald Kraukamp		TELEPHONE NUMBER	021 8088018	
TELEPHONE NUMBER	021 8088519		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Rozeeta.Petersen@stellenbosch.gov.za	
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za				



**PART B
 TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



CONTENTS

	PAGE NUMBER
1. TENDER NOTICE & INVITATION TO TENDER.....	2
2. CHECKLIST	8
3. CLARIFICATION MEETING CERTIFICATE	9
4. AUTHORITY TO SIGN A BID.....	10
5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	12
6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	13
7. GENERAL CONDITIONS OF TENDER.....	22
8. MBD 4 – DECLARATION OF INTEREST	24
9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED).....	27
10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 90/10	28
11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	38
12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	40
13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	42
14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	43
15. FORM OF INDEMNITY	44
PART B – SPECIFICATIONS AND PRICING SCHEDULE.....	45
16. SPECIFICATIONS	Error! Bookmark not defined.
17. PRE-QUALIFICATION SCORE SHEET.....	57
18. SCHEDULE OF PLANT AND EQUIPMENT.....	66
19. SCHEDULE OF SUBCONTRACTORS.....	67
20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS.....	68
21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS.....	69
22. PRICING SCHEDULE.....	70
23. DECLARATION BY TENDERER	73



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)(N/A Locality not applicable)	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



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. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



- 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 purchaser 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)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative								
3.2.	Identity Number								
3.3.	Position occupied in the Company (director, shareholder ² etc.)								
3.4.	Company Registration Number								
3.5.	Tax Reference Number								
3.6.	VAT Registration Number								
3.7.	Are you presently in the service of the state?	YES		NO					
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO					
3.8.1.	If so, furnish particulars:								

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

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

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



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



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



**10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
 PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 90/10**

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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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. and

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and BBEE (must not exceed 100)	100

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. **(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 regarding preferences, in any manner required by the purchaser.



2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

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



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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-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
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.

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(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		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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



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- 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 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 SWORN AFFIDAVIT TO CLAIM POINTS

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

 I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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 NB! authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<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 (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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



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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! PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



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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



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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



RE-DEVELOPMENT AND LEASE OF TRANSVALIA PROPERTIES

1. BACKGROUND AND PURPOSE OF TENDER

- 1.1 Stellenbosch Municipality, the second oldest town in South Africa, has identified one of its prime urban properties for re-development purposes to enhance economic activities in the historic Central Business District (CBD).
- 1.2 The Transavia Complex consists of erven 825, 1123, 1133, 1128, 1134, 1142 and 1160, hereinafter referred to as “the Property”. Erven 1123,1133,1128,1134 and 1142 have top structures facing Dorp Street and the remaining erven provide for street access, on-site parking as well as public parking, serving the CBD of Stellenbosch and the business around the area.
- 1.3 The Property is made available for re-development via a long-term lease of not more than 30 (thirty) years and subject to Council approval of the term proposed by the successful bidder. The re-development must be for the purposes of tourism related facilities and accommodation to enhance the tourism potential of Stellenbosch CBD. No office space can form part of the development and the accommodation must be for tourism and not long term. The development requirements are set out in more detail in paragraph 3 below. The buildings on the property enjoy heritage status of a variety of gradings and the successful bidder will have to obtain, inter alia, approval from Heritage Western Cape.
- 1.4 Over and above the tourism related focus of the development, provision will also have to be made for public parking (143) on the property in its current form, which largely serves as public parking to surrounding private businesses in the CBD. The development itself will also attract on-site/client parking requirements as per the Municipality’s bylaws and that will also have to be catered for on premises. Provision must also be made for public toilets and non-motorised transport like bicycles.

2. PROPERTY DETAILS

2.1 Ownership

The property is registered in the name of Stellenbosch Municipality.

2.2 Locality and context

The property is situated in Dorp Street Stellenbosch, with vehicular access from Piet Retief Street, Louw Street and Noordwal-Wes Road, as indicated on the attached locality and lease map.

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SIGNATURE:		DATE:	



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2.3 Current zoning and size

The current zonings of the sites comprising the property are as follows:

Erf 825 – Public Roads and Parking Zone (2 577m²)

Erf 1123 – Public Road and Parking (2 881m²)

Erf 1128 – Multi-unit Residential Zone (1 328m²)

Erf 1133 – Multi-unit Residential Zone (868m²)

Erf 1134 – Multi-unit Residential Zone (2 674m²)

Erf 1142 – Multi-unit Residential Zone (1104m²)

NB

Note that erven 1129, 1124, 1125 and 1130 do not form part of the lease and provide access to the property and surrounding properties.

2.4 Property Valuation

The combined municipal valuation of the Property in 2021 amounts to approximately R 23 270 000.

2.5 Building Improvements

Double storey buildings are situated on erven 1123, 1128, 1133, 1134 and 1142 which are currently partially occupied for municipal/public service and office purposes. The Municipality will provide vacant occupation to the successful bidder at the time of the start of the construction.

3. DEVELOPMENT VISION AND SPECIFICATIONS

- 3.1. Stellenbosch Council has decided that the Property be made available on a long-term lease basis of not more than 30 years. The successful bidder must indicate the period of the lease over which the proposed re-development will run, and the term must be approved by Council. The properties and existing top structures must be used to maximise the economic development, job opportunities and to stimulate economic activity within the historic Stellenbosch CBD as well as

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



the town as a whole. The development must compliment the architectural character of Stellenbosch and be sensitive to the historic character of the existing buildings and area. As such the development requirements for the area within which the erven are situated must be considered as far as height and depth of any above/underground development is concerned.

- 3.2. The bidders will have to contact Heritage Western Cape to obtain information regarding the process to apply for the re-development including what is possible when re-developing the site and the current existing structures. Whatever plans is finally submitted by the successful bidder is still subject to approval by Heritage Western Cape and other bodies further referred to in this special conditions of tender. Linkages to the rest of the central historical area must be indicated on the plan.
- 3.3. As re-development requirements, the Municipality envisage that tourist related facilities and tourist accommodation such as, but not limited to, a restaurant/ boutique hotel/business opportunities/economic development opportunity be established on the Property. Parking, public toilets and space for non-motorised transport must be provided. All facilities and amenities proposed **must have a tourism focus** and must fit in with the historic character of Stellenbosch and the specific area and overlay zone for the area. The tourism focus must be clear from the proposals. No conventional short or long-term residential accommodation will be allowed and no office space.
- 3.4. No offers for the purchase of the Property will be entertained.
- 3.5. Bidders must take note of the fact that the erven comprising the Property, currently also provide for public parking serving other nearby private businesses with high volume customers. The successful bidder will therefore be required to make provision for/retain public parking facilities (143 spaces) on the re-developed property, over and above the provision of on-site/client parking as required in terms of the Stellenbosch Zoning Scheme By-Law that attaches to the re-development. Therefore, the minimum parking requirement will be 143 (existing) public parking bays **plus** the additional parking demand created by

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SIGNATURE:		DATE:	



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the proposed re-development. All parking must comply with the design specifications of the Municipality. There must also be secure facilities for non-motorised transport like bicycles.

- 3.6. The current parking structures (garages) on the properties have asbestos roof that must be replaced within the provisions of the legislation around handling and disposal of asbestos.
- 3.7. Provision must be made for public toilets.
- 3.8. To give effect to the parking requirements set out above, the successful bidder may make provision for a new parking garage as part of the proposed development package.
- 3.9. The top structures on erven 1123, 1133, 1128, 1134, and 1142 are protected by the National Heritage Resources Act, 25 of 1999, as amended. As such, any alterations to these building will require heritage conservation permission, hence the successful bidder will have to follow the necessary processes as per the aforementioned legislation to obtain the necessary approval permit form the heritage authority, at own cost. The buildings heritage status range between Grade II (significant) to Significant IIIA and IIIA. The grading information must be obtained by a bidder from the heritage Unit of Stellenbosch Municipality prior to bidding.
- 3.10. Prior to submission of an application to the heritage authority, the Stellenbosch Municipality Conservation Advisory Committee as well as the local registered Conservation Bodies (Stellenbosch Heritage Foundation and Stellenbosch Interest Group) must be consulted by the successful bidder for comment.
- 3.11. In addition to public parking, Erf 825 also provides for vehicular access to the adjacent private property erf 824. This access must remain intact and provided for in the re-development proposal.
- 3.12. As the development will generate additional traffic, the successful bidder will be responsible to mitigate current parking challenges. As such a Traffic Impact Assessment or at least a Traffic Impact Statement prepared in accordance with the National Department of Transport guidelines for traffic impact studies,

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



will be required by the successful bidder.

- 3.13. The erven may need to be rezoned and any application in this regard will have to follow the normal rezoning process by the successful bidder.
- 3.14. The successful bidder will be responsible, at own costs, for the undertaking and conclusion of all specialist reports and studies (e.g. heritage impact assessment, traffic impact assessment/statement, etc,) which may be required based on the successful bidder's development proposal.
- 3.15. The lessee (successful bidder) will be responsible for the maintenance of all infrastructure and facilities forming part of the lease, which includes the public parking, and for the payment of all municipal services to the Property at the approved tariffs for the duration of the lease and which lease will start after the final approval by Council of the lease.
- 3.16. All costs relating to the proposals submitted, as well as actual re-development costs will be for the account of the successful bidder.
 It must be noted that no detail plans are required at this stage except a development plan indicating what the proposals regarding the re-development will consist of.
- 3.17. All relevant legislation applicable to the re-development must be complied with at own cost by the successful bidder.
- 3.18. Any re-development activities that do not form part of a building plan approval process or any other formal approval process, will require approval of the Municipality before implementation.
- 3.19. Information on the status of current services to the property are included in this document. Should additional information be required bidders will have to consult with the Infrastructure Services as well as the Planning and Economic Development Departments of the Municipality.
- 3.20. Bidders are required to arrange pre-submission consultations with the Infrastructure Services as well as the Planning and Economic Development Departments of the Municipality with regard to services availability/upgrading,

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



public parking specifications, possible development charges, land use/rezoning and development rights, building plan approval processes, etc

- 3.21. Bidders are hereby invited to submit proposals for the lease of the Property and the development thereof for the establishment and running of the re-developed facilities as set out above for a period not longer than 30 years.

4. LEASE TERM AND SUB-LEASE

- 4.1 The Property is available for lease for a maximum lease term of 30 (Thirty) years which will be notarially registered at the cost of the lessee. The lease agreement will be entered into after the Municipal Council has approved the final lease. The award of the tender will be subject to this approval of council and no rights on the tender will take effect unless Council approve the lease.
- 4.2 The lease agreement will include agreed timelines for project implementation and milestones.
- 4.3 The lease agreement will be reviewed annually until the re-development is completed in accordance with the proposals submitted and approved. The review will focus on timelines and progress during development implementation. The lease agreement will stipulate remedies to manage possible lack of progress.
- 4.4 Tenderers are required to tender lease amounts for the first 12 months (planning phase), construction phase (estimated at around 24 months) and the rest of the duration of the lease. These amounts must be market related and may take the development costs into account as all developments on the property will become the property of the municipality and will remain on site after the lease expired. The tender will not be evaluated based on the lease amounts and the municipality reserve the right to negotiate the lease amounts with the successful bidder before the lease agreement takes effect.
- 4.5 The lease agreement will lay down a period of 36 months for completion of the re-development.

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



- 4.6 The final agreed rental amounts as tendered will escalate annually on the date of signing of the lease agreement at the latest Consumer Price Index (CPI) at the time of calculation.
- 4.7 The Municipality will consider application/s for the sub-lease of any one or more elements of the development, once fully completed in terms of the approved re-development proposals. Any proposed sub-lease must be submitted and duly motivated in writing and will be subject to **prior** written approval of the Municipality. Any sub-lease period or terms and conditions may not exceed or contradict that of the master lease.
- 4.8 The lessee will not be responsible for paying property rates as ownership of the land resides with the Municipality. The Lessee however will be responsible for payment for all services used by the re-development.
- 4.9 The lease agreement with the successful bidder will be concluded after the final approval of the lease by the Municipal Council.

5. LEASE “VOETSTOOTS” AND SUBJECT TO CONDITIONS

- 5.1. The property is leased as it stands, "voetstoots", and the Municipality shall not be responsible for any defects in the property either patent or latent. The property is moreover leased subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes which may exist in regard thereto.
- 5.2. The Municipality shall not be required to point out the boundary beacons of the property and shall not be liable for any deficiency in the extent of the property which may be revealed on any survey or re-survey and shall not benefit from any excess.

6. PERMITTED LAND USE

6.1 The various sites comprising the Property, are currently zoned for Multi-unit

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



Residential Zone and also Public Roads and parking Zone, as set out in Par 2 above. It should be noted that the envisaged use activities as per the Development Vision and Specifications set out in Par 3 above, will require rezoning of certain sites. It will therefore be required of the successful bidder to, at own cost, apply to the Municipality for the necessary land use rights, after the tender has been awarded to the successful bidder, to permit the envisaged use activities as per the Development Vision and Specifications.

6.2 Prospective bidders are advised to contact the Land Use Management Section of the Municipality **prior to submission of a tender** to acquaint itself with all aspects pertaining to the acquiring of land use rights. The Section’s contact details are as follows:

Land Use Management: Client Services: Annecke Hardouin
 E-mail landuse.enquiries@stellenbosch.gov.za
 Tel 021 – 808 8606

7. ENGINEERING AND ELECTRICAL SERVICES

- 7.1 All municipal services are available to the Property.
- 7.2 The successful bidder will be responsible, at own costs, for any alterations/upgrading to any municipal service that may be required to support the proposed development.
- 7.3 The successful bidder may also be responsible for development charges, if applicable in terms of the Development Charges Policy of the Municipality.

7.4 Electrical Services

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



- The Developer/Lessee must submit an Energy Management plan with their building plan application for consideration/approval by the Department: Electrical Services
- The Municipality equipped the Dorp Street Municipal Offices with a 100kVA Back- Up Generator which is utilized during load shedding. The municipal building at Dorp Street is supplied by a 150A three phase supply.

7.5 Water and Wastewater Services

- The Developer must follow due process i.t.o. development and building construction.
- A water and sewer capacity study must be done should the proposed development significantly differs from the current Masterplan.

7.6 Infrastructure Planning Development and Implementation (Development Services)

- Drawings are attached to indicate existing engineering services. All queries regarding drawings to be directed to Myra Francis Email: Myra.Francis@stellenbosch.gov.za

7.7 Waste Management

- Provision for refuse bins should be available in the form of refuse rooms which are easily accessible.
- The refuse collection frequency will be dependent on the type of development e.g. businesses and commercial properties receive a 3x per week collection service and residential properties once a week only. The developer/lessee will be responsible for the refuse collection charges.
- The developer/lessee should also implement recycling initiatives to reduce the waste generated from the development. These initiatives must

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



be submitted to Infrastructure Services (Waste Management) for consideration and input.

- 7.8 Should additional information be required, prospective bidders are advised to consult with the Infrastructure Services Department of the Municipality. The contact person is:

E-mail: Shane.Chandaka@stellenbosch.gov.za

Tel 021 808 8213

Or

engineering.services@stellenbosch.gov.za

8. TOWN PLANNING AND BUILDING PLANS

- 8.1. The Stellenbosch Zoning Scheme will apply in respect of all land use and proposed structural additions (if any). The property is located in the historical centre which is governed by an overlay zone specific to the area.
- 8.2. Should new buildings/structures be proposed by the successful bidder, a formal Site Development Plan (SDP) will be required from the successful bidder (after tender award) indicating the nature/ type of the building structures proposed, which must be compliant with the permitted land use. Once an approved SDP has been obtained, building plans may be submitted for approval. No building work may commence without formal approval of such application/s by the Municipality.
- 8.3. As indicated above, the buildings on the Property enjoy heritage protection, therefore it will be the responsibility of the successful bidder to obtain the required permits to undertake building alterations. A Power of Attorney will be issued by the Municipality as property owner to submit the necessary applications to Heritage Western Cape. No building plans will be considered until the necessary permits

PRINT NAME:			
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SIGNATURE:		DATE:	



have been issued.

- 8.4. A building plan for structures less than 500m² should be concluded by the Municipality within 30 days from receipt of payment, and structures greater than 500m², 60 days. Building plans must be submitted and paid well in advance of planned construction to cater for any technical difficulties with the building plan application which may result in refusals or the resubmission of building plans with corrections. Once building plan approval has been obtained, the Municipality must be notified 7 days in advance of commencement of building works.
- 8.5. The successful bidder will be responsible for all costs for the compilation and submission of building plan applications, permits and approvals as well as construction and other costs.
- 8.6. Bidders are advised to consult with the Planning and Economic Development Department as to the availability of building plans for existing structures, and in relation to the matters listed above.

Contact persons: Stiaan.Carstens@stellenbosch.gov.za

- 8.7. The successful bidder must ensure that all relevant legislation pertaining to construction work, occupational health and safety, town planning and other applicable legislation, are duly complied with when the project is implemented.
- 8.8. Cognisance must be taken of existing planning frameworks for the site and surrounding areas inter alia the preliminary Framework and Policy for the Piet Retief Street area.

9. LANDSCAPING

The successful applicant will be responsible, at his/her own costs, for the compilation and submission of landscaping plans/proposals.

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



16. PRE-QUALIFICATION SCORE SHEET

10. TENDER EVALUATION: PRE-QUALIFICATION REQUIREMENTS

- 10.1 The bidders' re-development proposals must be in accordance with the Vision and Development Specifications as stipulated in Par. 3 above. The bidders are required to clearly indicate the detail of the proposals on the development plan to enable the Municipality to evaluate the compliance of the re-development proposal in line with the vision of the municipality in paragraph 3.
- 10.2 Bidders are required to submit a detailed breakdown of the total capital investment/value added to the Property because of the re-development proposed. The capital investment/value add amount will be adjudicated as the tender amount on the 80/20 or 90/10 principle required by the Procurement legislation and regulations. For the purposes of calculation of the capital investment amount, all general tender/operational costs such as professional fees, rezoning costs, studies, building plan costs, heritage approvals, lease costs, etc, **must be excluded**.
- 10.3 Bids that fail to meet the pre-qualification requirements, will be regarded as non-responsive and their bid will not be further evaluated.

11. TENDER FUNCTIONALITY ASSESSMENT

Valid bid proposals relating to the lease and re-development of the Property, will be assessed in terms of a functionality assessment based on the evaluation criteria set out below. Bids are required to attain a minimum score of 80% for functionality. Bids that fail to score a minimum of 80%, will be regarded as non-responsive. This is a strategic property and has a strategic value and function for the area. We need to ensure that proposals are of a high quality and will be able to fulfil the brief, therefore the requirement for a 80% score.

Assessment will be undertaken by a panel of staff members as assigned for this purpose.

Criterion 1: Experience and financial sustainability.



- 1.1 Proof of the bidder's development experience in relation to similar or comparable projects/ventures.

No.	Description	Points
1	Successfully/substantially completed a similar or comparable project/venture during the last 5 years. Details of such project/s and the status thereof must be included.	10
2	Successfully completed a similar or comparable project/venture 5 to 10 years ago. Details of such project/s must be included.	6
3	Have not completed a similar or comparable project/venture during the last 10 years	0

- 1.2 Proof of the bidder's financial sustainability to successfully execute the development proposal.

No.	Description	Points
1	Bank letter of good standing which confirms the bidder's financial sustainability to successfully implement a project of this magnitude.	10
2	Other proof of bidder's financial sustainability to implement a project of this magnitude.	5
3	No proof of bidder's financial sustainability to implement the bid proposal.	0

- 1.3 Proof of the bidder's management experience in relation to similar or comparable projects/ventures.

No.	Description	Points
1	Successfully managed the facilities in a similar or comparable project/venture during the last 5 years	10
2	Successfully managed the facilities in a similar or comparable project/venture 5 to 10 years ago	6
3	Have not undertaken facility management in a similar or comparable project/venture during the last 10 years	0



Criterion 2: Site Development Plan

2.1 For the purpose of tender evaluation, a concept/informal Site Development Plan (SDP) must accompany the bid indicating the proposed application of each building as well as any new structures proposed. The concept SDP must include the following:

No.	Description	Points (18)	
		Yes	No
1	A clear indication of the purpose/s for which each existing structure on the Property will be utilised.	4	0
2	Basic detail of proposed alteration/addition/s to existing structures.	5	0
3	Newly proposed structures (if any) and purpose. If no structures are proposed, indicate accordingly in which case 1 point will be scored. The same applies to rows 4 – 6 below.	1	0
4	Location of any proposed new structures.	1	0
5	The approximate size/extent, in square meters (m ²), of any newly proposed structures.	1	0
6	Estimated date of commencement and completion of any newly proposed structures.	1	0
7	On site parking layout and surface finish	1	0
8	Public parking layout and surface finish demonstrating compliance to public parking requirements	2	0
9	Parking control measures proposed	1	0
10	Landscaping proposed.	1	0

Criterion 3: Development implementation plan.

3.1 The Bid proposal must be supported by an Implementation Plan with clear implementation milestones and time frames as well as a breakdown of the


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estimated operational and capital expenditure linked to milestones and linked to each building and the public parking facilities.

No.	Description	Points
1	The Implementation Plan provides clear milestones and time frames for development implementation. The Plan includes a structured layout of the estimated capital investment and operational expenditures clearly linked to the implementation time frames and in respect of each building as well as the public parking area.	10
2	The Implementation Plan with time frames and estimated capital investment/expenditures, provides elements of the information requested but does not cover all aspects and/or does not furnish the required level of detail.	5
3	No or scant information re time frames and/or estimated investment/expenditures.	0

Criterion 4: Operational plan

No.	Description	Points
1	The Operational Plan provides an indication of how the successful bidder intends to put the upgraded/redeveloped facilities into operation, facility management, the processes to be followed to identify suitable sub-tenants (if any) as well as the criteria for such sub-tenant/s and marketing of the facilities.	10
2	The Operational Plan shows limited information as to how the facilities will be put into operation, facility management, identification of subtenant/s and marketing.	5



3	No or scant information re intended day to day operations.	0
---	--	---

Criterion 5: Employment Creation.

The Bid proposal must be accompanied by an estimate of the number of permanent employment opportunities to be created.

1.	Indication of estimated number of permanent (for duration of lease) employment opportunities included in bid proposal.	1
2.	Indication of estimated temporary/casual employment opportunities.	1
3.	No indication provided.	0



12. SPECIFICATIONS CHECKLIST

Support documents that speak to the functionality assessment criteria set out in Par 11 above, must be included in bids. The onus rests on bidders to ensure that focussed and relevant support documentation are attached to enable the Municipality to perform the functionality assessment. The following documents/information are required as a minimum:

ACTIVITY/INFORMATION	X
1. Proof of the bidder's experience in relation to the successful implementation of similar or comparable projects.	
2. Proof of the bidder's financial sustainability to successfully implement the bid proposals, such as written good standing confirmation by a bank, financial loan agency, written confirmation by sponsor/donor, etc. Information regarding the source of funding should be clearly indicated.	
3. Proof of the bidder's experience in relation to the successful management of similar or comparable projects.	
4. A concept/informal Site Development Plan, which includes all elements of the proposals.	
5. Development Implementation Plan which sets out all proposals as well as a detailed description of the proposed implementation and time frames.	
6. Operational Plan detailing the operational implementation of the upgraded facilities, facility management, subtenant identification all linked to the implementation plan.	
7. A summary of the intended employment creation.	
8. The re-development proposals are in accordance with the Vision	



and Development Specifications as stipulated in Par. 3 above.	
9. A detailed breakdown of the total capital investment/value to the Property as a result to the re-development proposed is included in the bid document.	

13. GENERAL REQUIREMENTS

- 13.1 The maintenance and repairs of the existing and new buildings (if any), parking area and infrastructure on site will be the sole responsibility of the successful bidder for the duration of the lease agreement.
- 13.2 The Municipality does not bind itself to accept the highest offer and reserves the right to accept any proposal, partial proposal or none of the proposals submitted.
- 13.3 All administrative and applicable legal and technical requirements must be adhered to.

14. COMPULSORY CLARIFICATION MEETING

- 14.1 A compulsory information session will be held at the Property) onat..... The Municipality may arrange more than one session depending on the number of the number of prospective bidders.
- 14.2 Applicants will be required to register for the clarification meeting at least 48 hours prior to the clarification meeting @annalene'deBeer@stellebosch.gov.za. Use the reference of Transvalia clarification meeting. Not more than 3 people per bidder is allowed at the clarification meeting. Prospective bidders must bring their own documentation and pens. All people who are ill must please wear a mask. Prospective bidders will be group to ensure that it is practical.
- 14.3 Applicants who fail to attend the entire compulsory information session will be disqualified.

15. OVERVIEW OF TENDER PROCESS

- 15.1 After the tender closing date, all proposals will be assessed by the Municipality in terms of the Development Vision and Specifications as well as the Evaluation



Criteria, as stipulated above.

- 15.2 Bids will firstly be assessed in terms of compliance with the Development Vision and Specifications. Bids that do not comply with the development requirements and use specifications will be regarded as non-responsive and will not be evaluated further.
- 15.3 Bids that comply with the Development Vision and Specifications, will be assessed based on the evaluation criteria set out in **Par 11** above, in terms of which bidders are required to attain a functionality score of at least 80%. Bids that fail to attain the minimum score, will be regarded as non-responsive and will not be evaluated further.
- 15.4 Bids who pass the pre-qualification criteria and obtain at least 80% in the functionality criteria will be adjudicated on the 80/20 or 90/10 principle where the value added will be adjudicated in the 80/20 or 90/10 principle.
- 15.5 The Municipality reserves the right to clarify any aspect of the bid submitted or to request any omitted documents, during the evaluation phase. Any such clarification or omitted documents requested, will be duly recorded, and reported to the Bid Committees.
- 15.6 Bids that score a minimum of 80% in terms of functionality, will progress to be finally assessed in terms of bid price (total capital value added to the Property) as per the Form of Offer and the preferential points system as set out in the Tender Document. Bidders will also be required to indicate the monthly lease amount/s however this amount will not be used for tender evaluation purposes.
- 15.7 Following the assessment of the respective bid proposals, an assessment report will be submitted to the relevant Bid Committees of the Municipality for consideration and award. After award by the Bid Adjudication Committee, the matter will be submitted to the Municipal Council for final approval of the lease. Should the lease not be approved by Council, the award will automatically lapse.
- 15.8 The respective bidders will thereafter be informed of the outcome.
- 15.9 Tender prices must be valid for 180 days after closing of the tender.



16. CONTACT PERSON

The contact details of the technical staff are captured above. For general/administrative enquiries regarding the specifications of the tender and clarification meeting, Rozeeta Petersen, Corporate Services Department, may be contacted on Tel 021 808 8018 or email at Rozeeta.Petersen@stellenbosch.gov.za or Annalene.deBeer@stellenbosch.gov.za

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



17. 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 mores space is required.

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

Attach additional pages if mores space is required.

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



18. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. 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				
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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				



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

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

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



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21. PRICING SCHEDULE

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

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. PRICING SCHEDULE

1. OFFER

1.1 CAPITAL INVESTMENT (For tender evaluation purposes)

DESCRIPTION	
Total capital investment	Amount (including VAT)
	R

1.2 LEASE AMOUNTS (Not for tender evaluation purposes)

DESCRIPTION	
Lease period	Amount (including VAT) per month
Phase 1 (12 months)	
Phase 2 (Construction – 24 months)	
Remainder of lease period	

1.3 PROPOSED LEASE TERM

Proposed lease term (max 30 years)	Years
------------------------------------	-------

NOTE:

Monthly lease amount/s may be negotiated with the successful bidder and will not form part of the evaluation process of the bid. The lease amounts should be market related and may take development costs into account. Escalation will be CPI per financial year.

2. ACKNOWLEDGEMENT BY BIDDER

The bidder, identified in the offer signature block, acknowledges that he/she has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and confirms that the tender is subject to the conditions as set out in this tender documentation, the terms of the most recent Supply Chain Management Policy of the Stellenbosch Municipality as

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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approved and adopted by Council, and by submitting this offer has accepted the conditions of tender and the conditions as set out in the aforesaid policies.

By the representative of the bidder signing this part of the tender form, the bidder certifies that he/she is duly authorised to sign the tender offer, offers to perform all the obligations and liabilities as described in the tender document including compliance with all its terms and conditions according to its true intent and meaning.

NB. The name of the entity bidding will be regarded as the entity with whom the Municipality will enter into the long-term lease agreement unless the bidder indicates and motivates otherwise.

Authorised Signature(s)	1.	2.(if applicable)
Name(s)	1.	2.
Capacity	1.	2.
Name of bidder:	<i>Insert name and address of organisation</i>	
Name of witness:		
Signature of		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. DECLARATION BY TENDERER

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

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

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



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Reference No: B/SM 111/24

Page 74 of 74

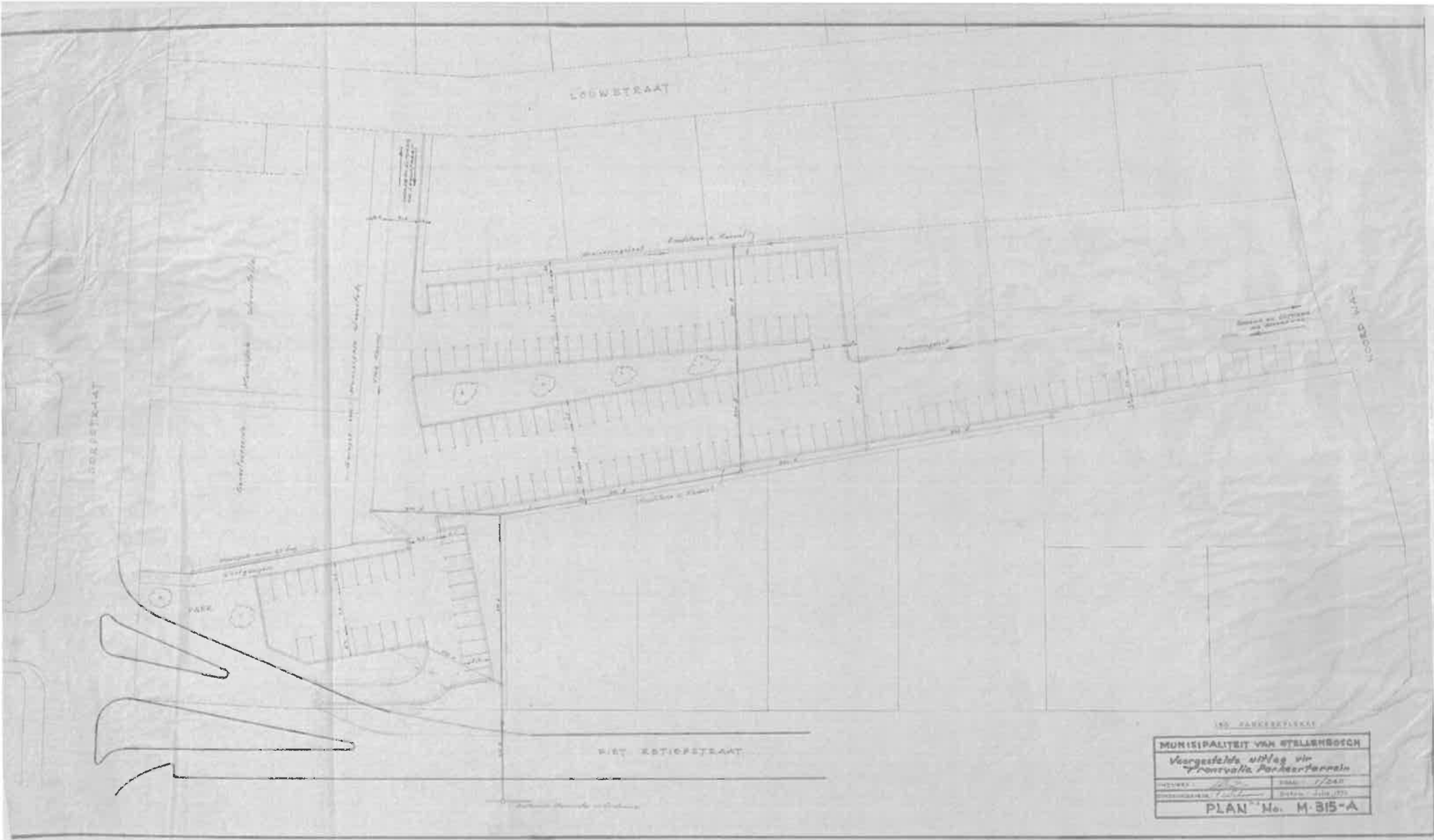


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150 ZAKKESTRAAT

MUNICIPALITEIT VAN STELLENBOSCH

Voorgestelde uitlag vir

Fonteinla Park

TEKENER	SKAAL
ONTWERPER	DATUM

PLAN No. M. 315-A

Munisipaliteit van Stellenbosch



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O-106

O-106

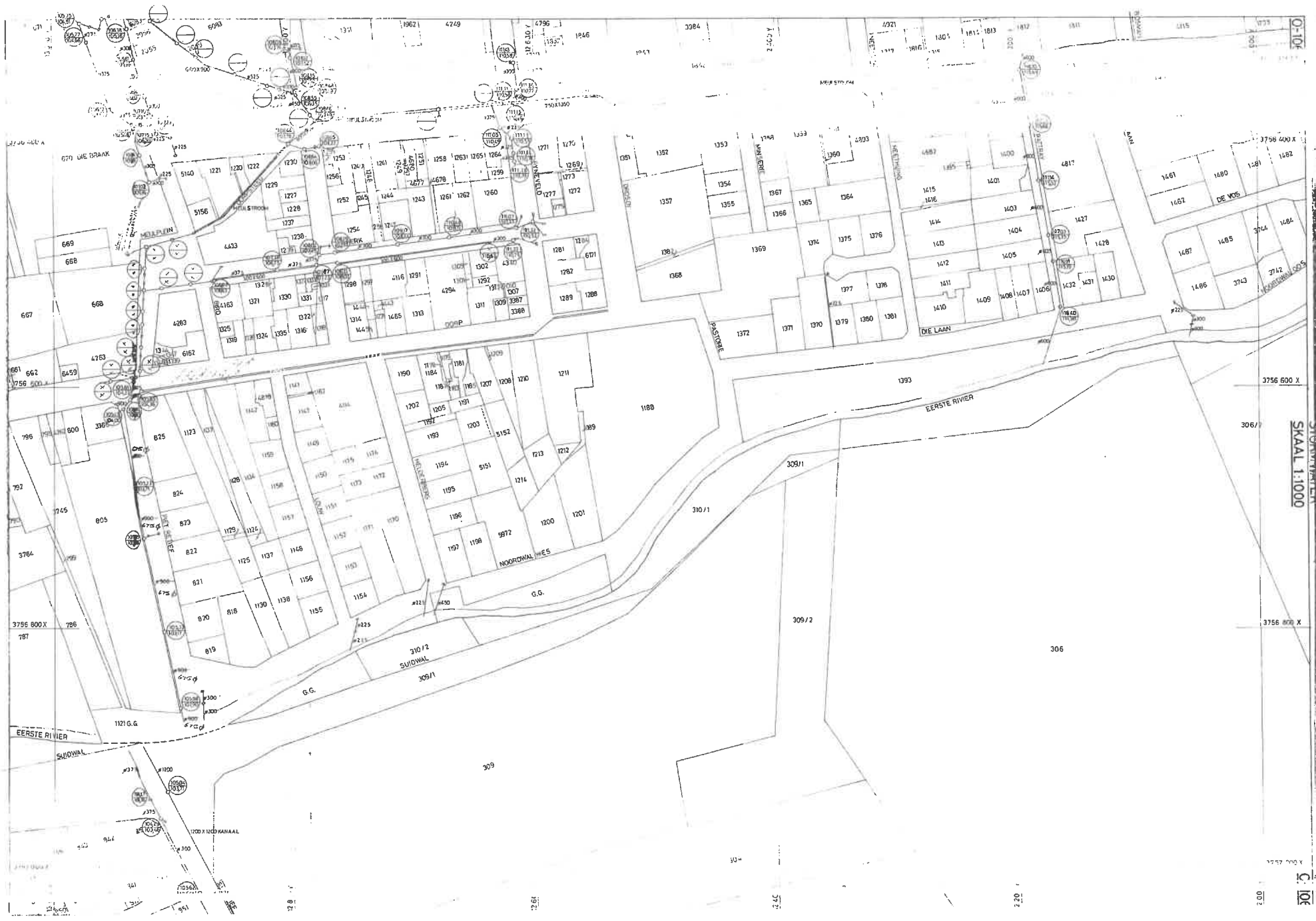
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STORMWATER

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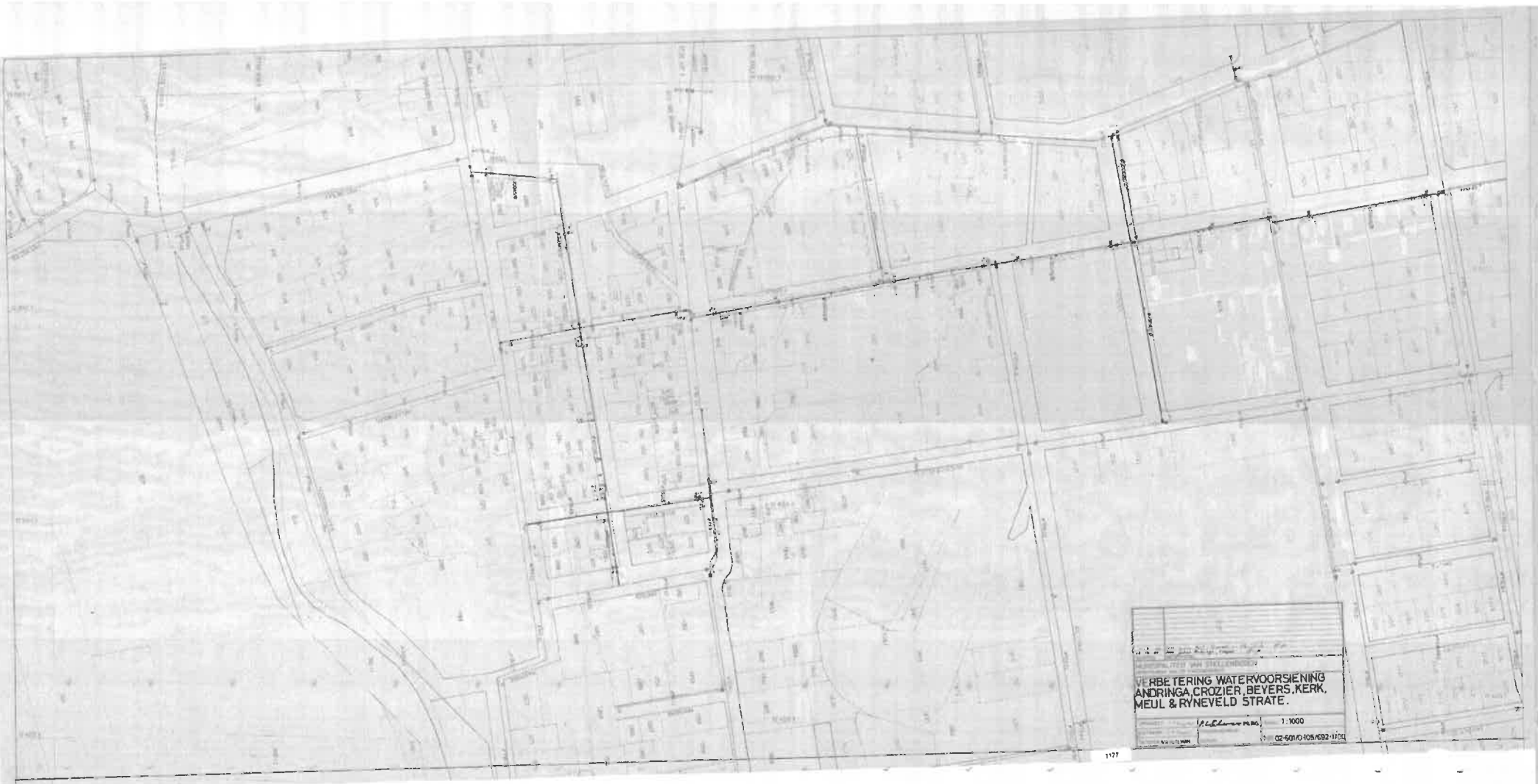
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VERBETERING WATERVOORSIENING
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MEUL & RYNEVELD STRATE.

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