



BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 20/26 CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON ERF 7001, CLOETESVILLE, STELLENBOSCH

TENDER NUMBER: **B/SM 20/26**
DESCRIPTION: **CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON ERF 7001, CLOETESVILLE, STELLENBOSCH**
CLOSING DATE: **10 December 2025**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: Lester van Stavel at 021 808 8462
E-mail: Lester.Vanstavel@ Stellenbosch.gov.za /
Bonga Ndzuzo at 021 808 8733
Email: Bonga.Ndzuzo@ Stellenbosch.gov.za
SCM Requirements: Renae Bergstedt at 021 808 8588
E-mail: Renae.Bergstedt@ Stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting via Virtual or in person attendance Meeting will be held on 24 October 2025 at 10h00 The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Chanel Olivier at Chanel.Olivier@ Stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior (22 October 2025 at 10h00) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant, or did not give the contact details on time will also regard as non-compliant

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

Sealed Tenders, with “**B/SM B/SM 20/26 CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON ERF 7001, CLOETESVILLE, STELLENBOSCH**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), 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 (General, Conditions of Contract) , Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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

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

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

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.
6. Two-Envelope procedure will be followed for this bid as follows:
 - a) **Envelope 1: Technical Proposal will contain part A & B of the bid document from page 1 of this document up to and including page 80 inclusive of all returnable schedules in PART A and B of the document, including any additional pages appended to the returnable schedule of Part A& B.** Place and seal these pages in an envelope marked “**Envelope 1: Technical Proposal**”, stating on the outside the Department’s address and identification details (Bid No and Project Title as they appear on the cover page of this document), as well as the Bidder’s name and contact address.
 - b) **Envelope 2: Financial Proposal will contain part C of the bid document from page 81 to page 86, inclusive of all returnable schedules belonging to this part of the document, as well as any additional pages appended to the returnable schedule and the memory stick with the bidder’s Pricing Model.** Place and seal these pages and memory stick in an envelope marked “**Envelope 2: Financial Proposal**”, stating on the outside the Department’s address and identification details (Bid No and Project Title as they appear on the cover page of this document), as well as the Bidder’s name and contact address.
 - c) Place the 2 envelopes separately into the bid box when submitting the bid. Please note that bids not submitted in accordance with the two-envelope procedure described here, will not be considered

*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 **R435.00 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 20/26 VERSOEK OM VOORSTEL VAN PRIVAAT ONTWIKKELAARS OM SAAM MET STELLENBOSCH MUNICIPALITEIT TE VENNOOTSKAP IN DIE ONTWIKKELING VAN GAP-BEHUISING OP ERF 7001, CLOTESVILLE, STELLENBOSCH

TENDER NOMMER: B/SM 20/26

BESKRYWING: VERSOEK OM VOORSTEL VAN PRIVAAT ONTWIKKELAARS OM SAAM MET STELLENBOSCH MUNICIPALITEIT TE VENNOOTSKAP IN DIE ONTWIKKELING VAN GAP-BEHUISING OP ERF 7001, CLOTESVILLE, STELLENBOSCH

SLUITINGSDATUM: 10 Desember 2025

TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

Tender spesifikasies: Lester van Stavel by 021 808 8462

E-pos: Lester.Vanstavel@stellenbosch.gov.za /

Bonga Ndzuzo by 021 808 8733

E-pos: Bonga.Ndzuzo@stellenbosch.gov.za

Vkb vereistes: Renae Bergstedt by 021 808 8588

E-pos: Renae.Bergstedt@Stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie (Virtuele of in persoon bywoning) sal gehou word op 24 Oktober 2025 om 10h00. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. **Tenderaars moet toesien dat hulle die "App" aflaai en Chanel Olivier by Chanel.Olivier@stellenbosch.gov.za minstens 48 uur (22 Oktober 2025 om 10:00 vm)** voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëelde tenders duidelik gemerk: **B/SM 20/26 VERSOEK OM VOORSTEL VAN PRIVAAT ONTWIKKELAARS OM SAAM MET STELLENBOSCH MUNICIPALITEIT TE VENNOOTSKAP IN DIE ONTWIKKELING VAN GAP-BEHUISING OP ERF 7001, CLOTESVILLE, STELLENBOSCH** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en ligging	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)

2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Die **twee-koevertprosedure** sal vir hierdie tender gevolg word soos volg:
 - a) **Koevert 1: Tegniese Voorstel sal Deel A en B van die tenderdokument bevat — vanaf bladsy 1 tot en met bladsy 80 — insluitend al die terugstuurbare bylaes in Deel A en B van die dokument, asook enige bykomende bladsye wat bygevoeg is by die terugstuurbare bylaes van Deel A en B.** Plaas en verseël hierdie bladsye in 'n koevert gemerk “**Koevert 1: Tegniese Voorstel**”, met die Departement se adres en identifikasiebesonderhede (tendernommer en projeknaam soos dit op die voorblad van hierdie dokument verskyn) aan die buitekant, asook die tenderaar se naam en kontakadres.
 - b) **Koevert 2: Finansiële Voorstel sal Deel C van die tenderdokument bevat — vanaf bladsy 81 tot bladsy 86 — insluitend al die terugstuurbare bylaes wat by hierdie deel van die dokument hoort, asook enige bykomende bladsye wat bygevoeg is by die terugstuurbare bylaes en die geheuestokkie met die tenderaar se Prysmodeledokument.** Plaas en verseël hierdie bladsye en geheuestokkie in 'n koevert gemerk “**Koevert 2: Finansiële Voorstel**”, met die Departement se adres en identifikasiebesonderhede (tendernommer en projeknaam soos dit op die voorblad van hierdie dokument verskyn) aan die buitekant, asook die tenderaar se naam en kontakadres.
 - c) Plaas die twee koeverte apart in die tenderbus wanneer die tender ingedien word. Let asseblief daarop dat tenders wat nie ingevolge die twee-koevertprosedure soos hier beskryf ingedien word nie, nie oorweeg sal

*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 **R435.00 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 20/26
**CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH
STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON
ERF 7001, CLOETESVILLE, STELLENBOSCH**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
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DATE: OCTOBER 2025

NOTE: All returnable documents as listed on page 11 in this document, including Bid Form on page 6 must be completed in full and signed. The entire document, from page 1 through 86, must be submitted with the bid. **PLEASE NOTE: A TWO-ENVELOPE PROCEDURE WILL BE FOLLOWED FOR THIS BID.** Please refer to the General Conditions of Tender in **Section 7**, item number 13, for important information for competing and submitting the tender

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Lester van Stavel / Bonga Nduzo
**Housing Development Integrated
Human Settlements**
Tel. Number: **021 808 8462 / 8733**



TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

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TENDER NOMMER: **B/SM 20/26**

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SLUITINGSDATUM: **10 Desember 2025**

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

NAVRAE:

Tender spesifikasies: Lester van Stavel by 021 808 8462

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Bonga Ndzuzo by 021 808 8733

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Kantoor Ure: 08h00-15h30

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BBSEB status	10



Ligging 10
Totale punte vir prys, B-BSEB en ligging 100

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2. Toepaslike opdrag
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6. Die **twee-koevertprosedure** sal vir hierdie tender gevolg word soos volg:
 - a) **Koevert 1: Tegniese Voorstel sal Deel A en B van die tenderdokument bevat — vanaf bladsy 1 tot en met bladsy 80 — insluitend al die terugstuurbare bylaes in Deel A en B van die dokument, asook enige bykomende bladsye wat bygevoeg is by die terugstuurbare bylaes van Deel A en B.** Plaas en verseël hierdie bladsye in 'n koevert gemerk “**Koevert 1: Tegniese Voorstel**”, met die Departement se adres en identifikasiebesonderhede (tendernommer en projeknaam soos dit op die voorblad van hierdie dokument verskyn) aan die buitekant, asook die tenderaar se naam en kontakadres.
 - b) **Koevert 2: Finansiële Voorstel sal Deel C van die tenderdokument bevat — vanaf bladsy 81 tot bladsy 86 — insluitend al die terugstuurbare bylaes wat by hierdie deel van die dokument hoort, asook enige bykomende bladsye wat bygevoeg is by die terugstuurbare bylaes en die geheuestokkie met die tenderaar se Prysmodeledokument.** Plaas en verseël hierdie bladsye en geheuestokkie in 'n koevert gemerk “**Koevert 2: Finansiële Voorstel**”, met die Departement se adres en identifikasiebesonderhede (tendernommer en projeknaam soos dit op die voorblad van hierdie dokument verskyn) aan die buitekant, asook die tenderaar se naam en kontakadres.
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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 20/26	CLOSING DATE:	10 December 2025	CLOSING TIME:	12h00
DESCRIPTION	CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON ERF 7001, CLOETESVILLE, STELLENBOSCH				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Lester Van Stavel / Bonga Ndzuze
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8462 / 8733
TELEPHONE NUMBER	021 808 8588	E-MAIL ADDRESS	Lester.Vanstavel@ Stellenbosch.gov.za / Bonga.Ndzuze@ Stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@ 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 SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) 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)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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:

.....

NAME AND SURNAME

.....

DATE

.....



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



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/Virtual 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 AWARDDING POINTS FOR LOCALITY)	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? (If applicable)	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No



CLARIFICATION/VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, 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			
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory virtual teams meetings, bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting, may be regarded as **non-compliant***



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:	

OR

2. COMPANIES AND/OR 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 COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



OR

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 above-mentioned 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:	

OR

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:	



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.



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 purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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



26. Termination for insolvency

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful 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 2015)



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 (or company turnover) 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 ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**
- 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**.
4. 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.
 5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 6. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. 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;**
 - 7.1 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.
 - 7.2 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.



8. Negotiations for a fair market related price

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

9. This bid will be evaluated and adjudicated according to the following criteria:

- 9.1 Relevant specifications
- 9.2 Value for money
- 9.3 Capability to execute the contract
- 9.4 PPPFA & associated regulations

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 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. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....

12 Land Availability Agreement

The award of the tender is subject to the signing of a Land Availability Agreement (LAA) between the successful bidder and Stellenbosch Municipality.

13 Important information for competing and submitting the tender

13.1. **PLEASE NOTE:** No alteration or corrections to inserted information in the document (including



pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows:

- a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction.
- b) In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.

13.2. **PLEASE NOTE: A TWO-ENVELOPE PROCEDURE WILL BE FOLLOWED FOR THIS BID**, as follows:

- a) **Envelope 1: Technical Proposal will contain part A & B of the bid document from page 1 of this document up to and including page 80 inclusive of all returnable schedules in PART A and B of the document, including any additional pages appended to the returnable schedule of Part A& B. Place and seal these pages in an envelope marked "Envelope 1: Technical Proposal", stating on the outside the Department's address and identification details (Bid No and Project Title as they appear on the cover page of this document), as well as the Bidder's name and contact address.**
- b) **Envelope 2: Financial Proposal will contain part C of the bid document from page 81 to page 86, inclusive of all returnable schedules belonging to this part of the document, as well as any additional pages appended to the returnable schedule and the memory stick with the bidder's Pricing Model. Place and seal these pages and memory stick in an envelope marked "Envelope 2: Financial Proposal", stating on the outside the Department's address and identification details (Bid No and Project Title as they appear on the cover page of this document), as well as the Bidder's name and contact address.**
- c) Place the 2 envelopes separately into the bid box when submitting the bid. Please note that bids not submitted in accordance with the two-envelope procedure described here, will not be considered.



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.


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				



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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, BBBEE and Locality (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.

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



2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = 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 points is allocated for price on the following basis:

80/20

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{max} = 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 20 points (80/20 preference points system) or 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)



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

B-BBEE Level of Contributor	Status	Number of Points for Preference Points System
1		20
2		18
3		16
4		12
5		8
6		6
7		4
8		2
Non-compliant contributor		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 80point formula for price; and
- 5.6.2 scores 0 points out of 10 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 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
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0



6. BID DECLARATION

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

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

Business Address -

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

8. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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	☐	NO	☐
-----	--------------------------	----	--------------------------

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:

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



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

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 authorised to act on its behalf: **NB!**

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"	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 – (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;"



Definition of “Black Designated Groups”	“Black Designated Groups means: (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 annual Total 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.**

NB!

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 prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



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.



- 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.


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



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:	



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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



SPECIFICATIONS

16.1. INTRODUCTION

Stellenbosch Municipality invites proposals from experienced private property developers to partner in delivering a fully integrated GAP housing development on Erf 7001, Cloetesville. This initiative responds to the need for affordable, dignified housing options for households in the non-subsidised market segment, specifically targeting income earners who fall within the middle to upper GAP housing bracket.

All statutory development rights, including rezoning, subdivision, environmental authorisation (EIA), and traffic impact assessment (TIA), have been secured by the Municipality. The selected (successful) bidder will operate under a Land Availability Agreement (LAA), granting development rights over municipal land for the duration of the project. The land will not be transferred in bulk; rather, unit-level transfers will be executed upon sale to qualifying buyers.

ANNEXURES (available electronically)

- **ANNEXURE A:** MPT DECISION
- **ANNEXURE B:** APPROVED SUBDIVISION LAYOUT
- **ANNEXURE C:** DESIGN FRAMEWORK & BUILDING DESIGN GUIDELINE
- **ANNEXURE D:** SPECIALIST STUDIES
- **ANNEXURE E:** DRAFT LAND AVAILABILITY AGREEMENT (LAA)

16.2. PROPERTY DESCRIPTION

ERF 7001, CLOETESVILLE

- **Extent:** 6.6341ha
- **Registered Owner:** Stellenbosch Local Municipality
- **Local Authority:** Stellenbosch Local Municipality
- **Servitudes:** None
- **Current Zoning:** Subdivisional Area Overlay Zone
- **Current Land Use:** Vacant; Water Reservoir; and telecommunication tower
- **Title Deed:** T56720/1987
- **Title Deed Restrictions:** None

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



- **SG number:** 3122/87
- **Applicable Zoning Scheme:** Stellenbosch Municipality Zoning Scheme By-Law 2019 (Amended 2023)

16.3. BACKGROUND

In accordance with the housing need, Stellenbosch Municipality has identified a portion of land, Erf 7001 at Cloetesville, for residential development. Ownership of the property currently vests with Stellenbosch Municipality. "Erf 7001, referred to as "Soek-mekaar" ... is characterised by numerous trees and is located immediately adjacent to a man-made water retention structure. Furthermore, it is situated a stone's throw away from Welgevonden Estate (gated community)."

The Municipality has a waiting list of over 18,200 people in need of housing, and any development proposal must align with this identified need. The main goal of this Technical Proposal is to deliver medium to upper (GAP) housing units. There is a pressing need to develop the Property to create an integrated urban area (Cloetesville), offering housing options along with suitable economic and social amenities.

The town planning and design principles aim to incorporate aspects of integration, community safety, accessibility, and creating dignified spaces.

16.4. DETAILS OF SITE AND LOCATION

Erf 7001 is located in Ward 17 in Cloetesville, Stellenbosch. The ward is mainly residential and includes parts of Cloetesville, Welgevonden, Green Oaks, Stellita Park, Weltevrede, and the Municipal Flats in Rhode, Kloof, and Long Streets. It is bordered by the R44 Klipmuts Road, Lakey, and Long streets. The site is situated west of the R44 and is close to a primary school and a local sports ground. Erf 7001 is characterised by many trees.

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

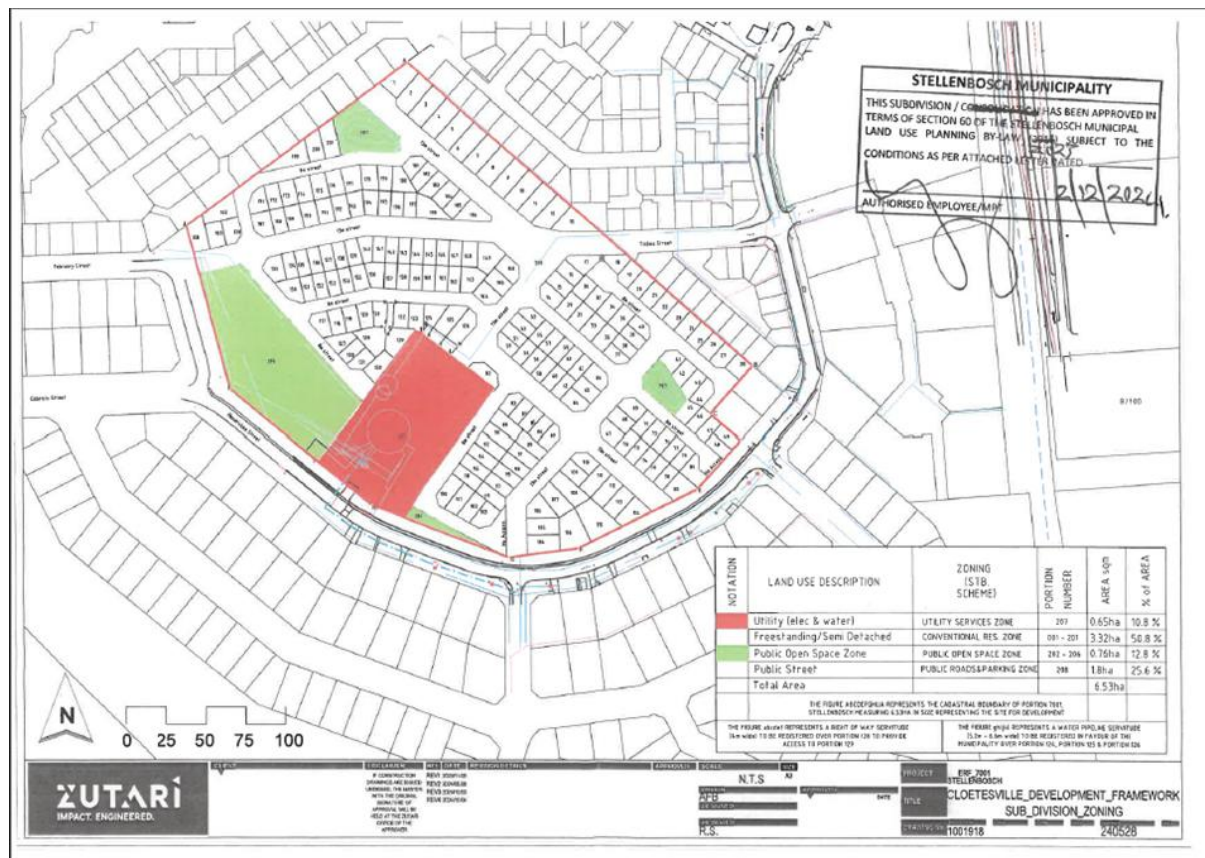


Figure 1: Subdivision layout plan

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

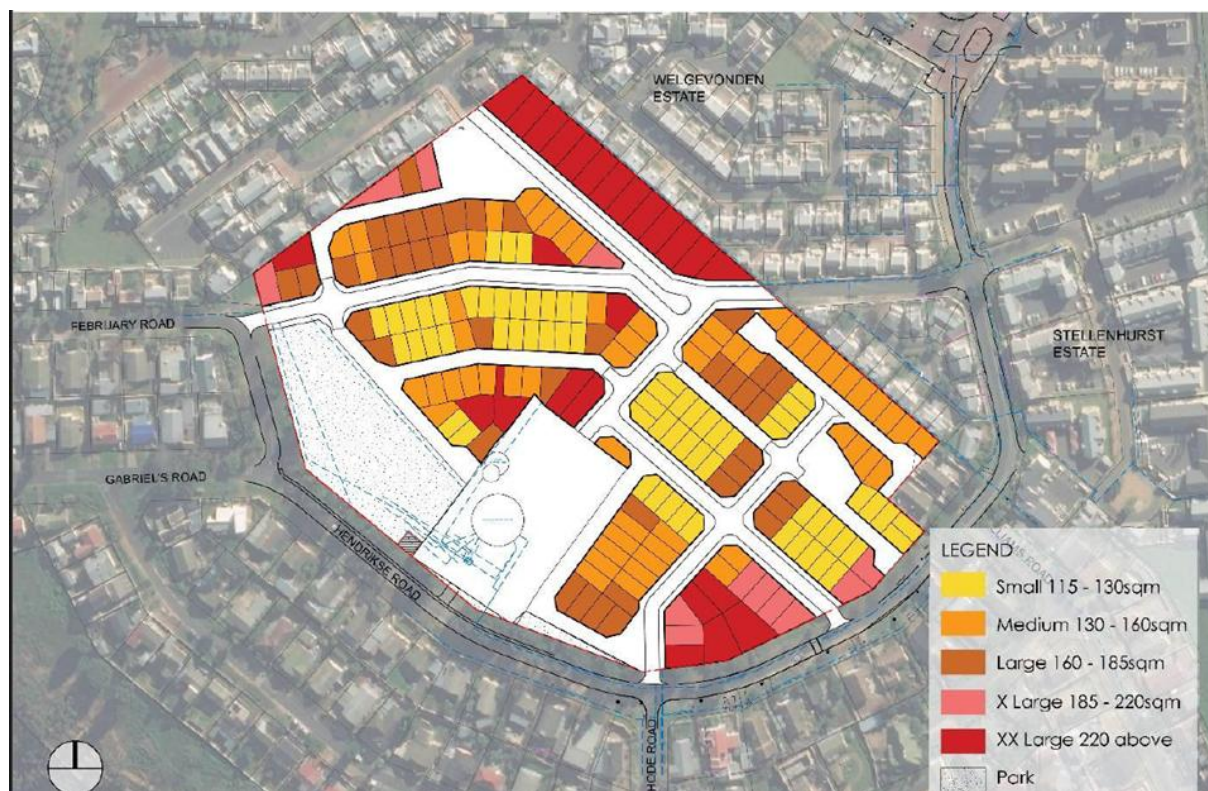


Figure 2: Site Development Plan with a range of erf sizes

16.5. DEVELOPMENT OBJECTIVES

The Municipality's goals for this project are:

- To promote inclusive, dignified, and well-located residential development for middle and upper-GAP market segments.
- To provide quality housing typologies that are architecturally attractive, sustainable, and affordable within designated price bands.
- To enhance economic mobility and spatial integration by placing GAP housing in a well-served, accessible urban area.
- To leverage private sector innovation, design, and finance to deliver publicly supported outcomes.
- To deliver a self-contained development with appropriate open spaces, parking, roads, and pedestrian access.

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



This development must also be guided by the following principles:

- Sensitivity to the cultural and social heritage of the area
- The underlying idea is to achieve affordable housing, which will serve the most economically vulnerable citizens.

16.6. REZONING AND SUBDIVISION RIGHTS

The development must conform precisely to the subdivisional and zoning plan approved by the Municipal Planning Tribunal, **ANNEXURE A** (Drawing No. 1001918, dated 04/10/2024). The proposal must provide for the creation of 208 titled erven, comprising:

- 201 Residential Erven: Conventional Residential Zone erven, ranging in size from approximately 115m² to 312m².
- Public Open Space Erven: Zoned Public Open Space Zone, to be developed and managed as public recreational areas (Erven 202-206).
- 1 Utility Services Erf: Zoned for municipal services infrastructure (Erf 207).
- 1 Public Road and Parking Erf: To be developed as public thoroughfares and parking areas, including all internal roads, sidewalks, and stormwater management systems (Erf 208).

Furthermore, the proposal must incorporate the following mandatory legal and infrastructural requirements, according to the MPT decision:

- The registration of a 4m wide right of way servitude and a separate services servitude (5.2m and 6.6m wide) in favour of the municipality.
- Adherence to the approved permanent departures for building lines for the residential erven.
- Full compliance with all engineering conditions stipulated by the Directorate: Infrastructure Services regarding water, sewer, roads, and non-motorised transport (NMT) upgrades.

16.7. HOUSING PRODUCT MIX & PRICING STRUCTURE

The bidder must provide a balanced housing mix as follows:

- 62% of units (small & medium erf sizes) priced between R600,000 and R800,000: Entry-level GAP homes, typically 2-bedroom, 1-bathroom units, patio with braai, with basic finishes and

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



dedicated garage. The small erven (115 – 130sqm) units must be priced between R600,000 and R700,000, and the medium erven (130 – 160 sqm) units must be priced between R700,000 and R800,000.

- 26% of units (large & extra-large erf sizes) priced between R801,000 and R1,000,000: Mid-range GAP units, including 2 to 3-bedroom layouts, en-suite for main bedroom, patio with braai, improved finishes, and a dedicated garage. The large erven (160 – 185 sqm) units must be priced between R801,000 and R900,000, and the extra-large erven (185 – 220 sqm) units must be priced between R900,000 and R1,000,000.
- 12% of units (2x extra-large erf size) priced between R1,001,000 and R1,200,000: Upper-range GAP homes, with enhanced design, 3-bedroom, patio with braai, optional study, and dedicated garages and upgraded fixtures.

NOTE: The developer must make provision in its pricing for a land cost at a proportion of **8.5%** per erf, which will be payable to Stellenbosch Municipality upon the successful sale of units. The land cost proportion is subject to Council approval.

The potential developer is not limited to the housing product design proposed above and has the discretion to improve the design to maximise their chances of being appointed as the preferred bidder. For example, for the small erven units, the developer may improve the design by adding a bathroom, but this should not increase the selling prices indicated above.

16.8. MUNICIPAL SUPPORT & DEVELOPMENT

16.8.1. Municipal Contribution

The Municipality will fund all link and external bulk services required to connect the site to surrounding infrastructure networks (roads, water, sewer) if budgeted for on the MTRF period, the funding for link and bulk services will be based on the subsidy quantum for municipal engineering services; The Municipality may waive development contributions, bulk infrastructure levies, and standard planning application fees related to the approved development rights.

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



A formal Land Availability Agreement (LAA) will be entered into with the successful bidder, providing development rights, timeframes, conditions for transfer of completed units, and dispute resolution mechanisms.

The bidder should take note that the Department of Energy does not provide any subsidies for electricity for GAP housing.

16.8.2. Developer Contribution

Finance, design, and construct all top structures, including foundations, walls, roofs, finishes, electrical and plumbing services; Install all internal civil infrastructure and reticulation, including roads, stormwater, potable water, sewer, street lighting, and landscaping within the site boundaries; Obtain all statutory approvals required for building plan submission and construction commencement (in accordance with SANS 10400, NHBRC enrolment, and National Building Regulations); Implement a sales and marketing strategy in conjunction and approval by the Municipality, including buyer qualification, contract facilitation, and conveyancing for individual transfers; Provide project oversight and reporting to the Municipality, including progress milestones, compliance audits, and risk mitigation actions.

NOTE: The developer is expected to apply for all available funding and grants applicable to bulk, link, and internal reticulation infrastructure, including but not limited to the Integrated Urban Development Grant (IUDG).

16.9. LAND TENURE AND SALES

- Land will remain in municipal ownership throughout development.
- Individual units will be transferred directly from the Municipality to the end-user upon sale, based on LAA conditions.
- No bulk land sales or long-term leases will be permitted.
- The developer shall facilitate and manage all sales processes but may not transfer land to third parties without prior approval.

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



16.10. BULK AND INFRASTRUCTURE AVAILABILITY FOR ERF 7001

The Municipality has approved the rezoning and subdivision of Erf 7001 for 204 residential erven, subject to compliance with infrastructure requirements outlined in the Infrastructure Services Directorate's approval memo (Ref: Civil LU 2644; TP 591/2023). Key bulk and internal infrastructure upgrades, as well as developer responsibilities, are summarized below:

16.10.1. Water Services

- a) New 7.0ML Cloetesville Reservoir (SSW.B14):
 - The reservoir is currently at detail design stage. The Municipality will implement this project.
- b) Pump upgrades from Cloetesville Reservoir to the Cloetesville Water Tower (SSW.B15):
 - The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.
- c) Pump upgrades from Idas Valley Reservoir to Uniepark Reservoir (feeding Cloetesville Reservoir):
 - The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.

16.10.2. Sewer Services

- a) Bulk sewer line from Kayamandi to Merriman Street:
 - The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.

16.10.3. Roads & Non-Motorised Transport (NMT)

The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.

- a) Hendrickse Rd / Tolbos Rd and Lang St / Gabriel Rd intersections:
 - To be converted to STOP or Priority Control on the minor approaches. This will be addressed by the Municipality through routine maintenance. No developer costing is required.
- b) Sidewalk expansion along Hendrickse Rd and Gabriels Rd to Lang Street (public transport route):

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



- The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.
- c) Traffic calming measures (6 speedhumps and 4 raised intersections) along February Rd, Gabriels Rd, Tolbos Rd and Lang Rd:
 - The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.
- d) Public transport drop-off points (February Rd and Hendrickse Rd – final positions confirmed at detail design stage):
 - The developer should provide a cost estimate for this and include it as a line item in the pricing, which should form part of the offer.

Compliance with all conditions from the Provincial Roads Engineer remains mandatory.

16.10.4. Stormwater Management

The developer must construct two on-site stormwater detention ponds with inlet/outlet structures, erosion protection, and connections to the existing network to mitigate increased runoff from the development.

Developer Obligations: The appointed developer is responsible for fully servicing each erf (water, sewer, stormwater, and road access) and submitting detailed engineering drawings for municipal approval prior to construction.

Upon completion, as-built drawings signed by a professionally registered engineer must be provided. All works must adhere to Stellenbosch Municipality's Design Guidelines and Minimum Standards for Civil Engineering Services.

Infrastructure upgrades must be completed before the transfer of any property or approval of building plans, whichever occurs first. The Municipality will maintain internal services post-development.

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



PRE-QUALIFICATION SCORE SHEET

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal, if not it will be regarded as non-responsive.**

This is a pre-qualification process. Proposals will be evaluated based on compliance with the following requirements:

The pre-qualification criterion is subdivided into four (8) criteria: 1) Bidders Introduction; 2) Developer's Experience; 3) Contractor's Experience; 4) Experience of Key Personnel, 5) Methodology and Programme, 6) Concept Designs, 7) Funding Record, and 8) Development Cost and Funding Model.

17.1. CRITERION 1: DEVELOPER'S INTRODUCTION

The bidder must provide a brief history of the bidder. The introduction must include its history, composition, and experience in housing development (not a company brochure). The bidder introduction must include the names and brief CVs of directors, and the lead director who has been proposed as contracts manager for this development.

17.2. CRITERION 2: DEVELOPER'S EXPERIENCE

Schedule of three (3) relevant property development projects previously undertaken by the bidder in the past 10 years, with a value equal to R50 million or greater, of the properties with indication of any mixed-use components.

17.3. CRITERION 3: DEVELOPER'S CONTRACTOR'S EXPERIENCE

- The contractor should demonstrate their experience in the GAP housing market and residential construction projects. These projects, a minimum of three (3), with a value equal to R50 million or greater, undertaken in the past 10 years, can range from free-standing dwelling houses to cluster homes and multi-storey apartments.
- A formal commitment and undertaking letter must be provided by the contractor who will execute the project, in cases where the contractor is not an internal resource of the bidder.
- Completion Certificates for projects provided & NHBRC certificates to be attached. **A contractor without an NHBRC certificate will be considered non-responsive, and the developer will be disqualified.**
- The contractor is required to submit client-issued letters of recommendation for completed projects that demonstrate relevant experience in the specified scope of work. Each letter must include the name and contact details of a verifiable client reference.



17.4. CRITERION 4: DEVELOPER'S KEY PERSONNEL EXPERIENCE

- The professional team should demonstrate experience in areas related to the development of residential property with a focus on the core areas of planning, conceptual, preliminary, and detailed design, and supervision of property development projects.
- The professional team must have at least the following disciplines as part of their portfolio, based on the scope of work completed in the projects:
 - Registered Professional Project Manager must have 15 or more years of post-qualification experience and 8 or more years post-registration experience. Provide a certified copy of qualifications (BSc/BEng/BTech) in the Built Environment, and a certified copy of proof of professional registration with SACPCMP/PMP.
 - Registered Professional Architect or Senior Architectural Technologist must have 15 or more years of post-qualification experience and 8 or more years post-registration experience. Provide a certified copy of qualifications (BSc/BTech) in Architecture, and a certified copy of proof of professional registration with the SACAP.
 - Registered Professional Civil Engineer must have 12 or more years of post-qualification experience and 6 or more years post-registration experience. Provide a certified copy of qualifications (BSc/BEng/BTech) in Civil Engineering, and certified proof of professional registration with ECSA.
 - Registered Professional Structural Engineer must have 12 or more years of post-qualification experience and 6 or more years post-registration experience. Provide a certified copy of qualifications (BSc/BEng/BTech) in Structural Engineering, and a certified copy of proof of professional registration with ECSA.
 - Registered Professional Electrical Engineer must have 12 or more years of post-qualification experience and 6 years or more post-registration experience. Provide a certified copy of qualifications (BSc/BEng/BTech) in Electrical Engineering, and a certified copy of proof of professional registration with ECSA.
 - Registered Professional Quantity Surveyor must have 12 or more years of post-qualification experience and 6 or more post-registration experience. Provide a certified copy of qualifications (BSc/BTech) in Quantity Surveying, and a certified copy of proof of professional registration with SACQSP.
 - Construction Health and Safety Agent must have 12 or more years of post-qualification experience and 6 or more years post-registration certificate. Provide a certified copy of qualifications (BSc/BTech) in Construction Health and Safety Management, and a certified copy of proof of professional registration with SACPCMP.
- Each professional team should also indicate the previous projects, a minimum of three (3), undertaken in the past 10 years with a value equal to R50 million or greater, inclusive of VAT, for each project.



- Each professional must provide a CV with details of relevant experience and qualifications, including the projects chosen.
- The proof of qualification and verifiable registration to be certified must not be older than 3 months.
- A formal commitment and undertaking letter must be provided by each member of the proposed professional team who will participate in the project, in instances where such team members are not permanent or internal resources of the bidder. The letter should confirm the individual's availability, willingness, and ability to contribute to the project in accordance with the proposed scope, timeline, and professional responsibilities.

17.5. CRITERION 5: METHODOLOGY & PROGRAMME

- The bidder must submit a development methodology and programme that clearly defines dates based on sourcing of funding, design development process, building plans submission process, construction programme, selling of units to beneficiaries, and any other activities.
- The programme must align with the project delivery timeframes of the Stellenbosch Municipality Housing Pipeline 2025/6 to 2027/8.
- The methodology should describe the development funding plan (narrative), the approach to the design, how the design aligns with the Design Framework and Building Guidelines (Annexure C), National Building regulations, and any other applicable legislation.

17.6. CRITERION 6: CONCEPT DESIGN

The bidder must submit Preliminary Concept Design Drawings for the proposed development, which is supported by the zoning rights and design framework. The preliminary designs should indicate the size and number of houses for each erven size based on pricing bands. The concept design must be accompanied by the fixture and finishing schedules for each unit.

17.7. CRITERION 7: FUNDING RECORD

The bidder must demonstrate the financial capacity to fund the development through a viable combination of balance sheet strength, debt funding, and equity investment. The bidder must also provide evidence of the ability to financially sustain a development of this scale and nature throughout its lifecycle.

17.8. CRITERION 8: DEVELOPMENT COST AND FUNDING MODEL

The bidder must submit a Development Finance Model which covers all sources of finance and funding for the development. Furthermore, the Development Finance Model should also provide a summary breakdown of the construction cost per house, together with the selling price per house. The pricing model should be prepared in MS-Excel and provided in .xlsx or .xls format, showing



- Build up revenue, clearly showing
 - Selling price for each unit/s
 - Total sales revenue derived from the selling price for each unit type/size
 - Timing of revenue
- Build-up costs, clearly setting out
 - Construction cost for each type/size
 - Development charges
 - Internal and link services
 - Professional fees
 - Contingencies
 - Escalations
 - Preliminary and General cost
 - Cost of finance
 - Taxes, transfer duties, etc., as may be applicable
 - Any other cost

NOTE: A failure to provide any of the required information will result in the bid being non-responsive.



Pre-qualification Criteria	Sub-criteria	Compliance (Yes/No)
SECTION 1: ORGANISATION VIABILITY		
1. Developer's introduction	1.1. Introduction to bidder, maximum of 350 words. 1.2. Brief CV for each director.	
2. Developer's Experience	2.1. Experience of the bidder in executing work of similar property development work. 2.2. NHBRC registration certificate is provided.	
3. Developer's Contractor's Experience	3.1. Experience of the Contractor within the bidding entity is expected to have an active NHBRC registration at the time of tender closing. 3.2. Contractor to demonstrate experience in various residential construction projects ranging from standalone dwelling units to medium-density cluster units and high-rise apartment typologies. 3.3. Completion certificates provided for projects. 3.4. Recommendation letter from clients with verifiable reference.	
4. Experience of Key Developer's Resources in executing work of a similar nature, CV, and proof of registration and qualifications	4.1. Professional Project Manager. 4.2. Professional Architect or Senior Architectural Technologist. 4.3. Professional Structural and Civil Engineer. 4.4. Professional Quantity Surveyor. 4.5. Professional Health & Safety Agent. 4.6. Professional Electrical Engineer.	
5. Commitment letters	5.1. Commitment letters confirming the contractor's willingness and capacity to perform the specified scope of work. 5.2. A formal commitment and undertaking letter must be provided by each member	



	of the proposed professional team who will participate in the project.	
SECTION 2: TECHNICAL VIABILITY		
1. Developer's Development Approach including programme	1.1. Narrative description of development funding plan. 1.2. Methodology outlining the proposed approach to undertake the development. 1.3. Marketing Strategy	
2. Developer's Development Concept Designs	2.1. Conceptual Designs outlining residential typologies, size, and number of units (considering town planning requirements). 2.2. Proposed finishes and fixtures schedules for each unit.	

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



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			



SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
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Attach additional pages if more space is required.

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CAPACITY		DATE	
NAME OF FIRM			



SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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	



DEVELOPER'S INTRODUCTION

Attach Developer's introduction here:



DEVELOPER'S CONTRACTORS' EXPERIENCE

Use the table below to record the contractors' completed projects and attach the required documentation, such as completion and NHBRC registration certificates.

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
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DEVELOPER'S PROJECT MANAGER'S EXPERIENCE

Use the table below to record the project manager's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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DEVELOPER'S ARCHITECT'S EXPERIENCE

Use the table below to record the architect's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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CAPACITY		DATE	
NAME OF FIRM			



DEVELOPER'S CIVIL ENGINEER'S EXPERIENCE

Use the table below to record the civil engineer's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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CAPACITY		DATE	
NAME OF FIRM			



DEVELOPER'S STRUCTURAL ENGINEER'S EXPERIENCE

Use the table below to record the structural engineer's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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CAPACITY		DATE	
NAME OF FIRM			



DEVELOPER'S ELECTRICAL ENGINEER'S EXPERIENCE

Use the table below to record the electrical engineer's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



DEVELOPER'S QUANTITY SURVEYOR'S EXPERIENCE

Use the table below to record the quantity surveyor's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



DEVELOPER'S CONSTRUCTION HEALTH & SAFETY AGENT EXPERIENCE

Use the table below to record the health & safety agent's completed projects and attach the required documentation, such as CV, qualifications, and professional registration certificates:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



DEVELOPMENT APPROACH

Attach development approach narrative here:



CONCEPT DESIGNS

Attach concept designs here:



PART C: FORM OF OFFER AND ACCEPTANCE & PRICING MODEL



TENDER NO.: B/SM 20/26

**CALL FOR PROPOSAL FOR PRIVATE DEVELOPERS TO PARTNER WITH
STELLENBOSCH MUNICIPALITY IN THE DEVELOPMENT OF GAP HOUSING ON
ERF 7001, CLOETESVILLE, STELLENBOSCH**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 87):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES ☐	NO ☐

DATE: OCTOBER 2025

NOTE: All returnable documents as listed on page 11 in this document, including Bid Form on page 6 must be completed in full and signed. The entire document, from page 1 through 86, must be submitted with the bid. **PLEASE NOTE: A TWO-ENVELOPE PROCEDURE WILL BE FOLLOWED FOR THIS BID.** Please refer to the General Conditions of Tender in **Section 7**, item number 13, for important information for competing and submitting the tender

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Lester van Stavel / Bonga Ndzu
**Housing Development Integrated
Human Settlements**
Tel. Number: **021 808 8462 / 8733**



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

Please note the following:

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



36.1. Contract Award

In accordance with section 3.1 of the Stellenbosch Municipality Immovable Property Disposal Policy, acceptance of the bidder's offer will be subject to formal Council approval in an open Council meeting. Council must resolve that the property is not required for the minimum level of basic municipal services, as required by section 14(1) of the MFMA, before the disposal can be effected. No binding commitment will arise until such approval is obtained.

The conditional award will also be subject to the developer agreeing in principle to the Land Availability Agreement (LAA) terms, including the Municipality's right to determine the selling price of each unit based on erf size, and to the Municipality's requirement that its housing beneficiary database is given first consideration before units are marketed to the general public. Failure to conclude the LAA within the agreed negotiation period will result in the withdrawal of the award without any liability to the Municipality.

36.2. Risk Assessment

Prior to finalising the award, the Municipality will undertake a comprehensive risk assessment in accordance with regulation 7 of the MATR and section 12.3 of the Disposal Policy. This assessment will address legal risks (including compliance with land use approvals, statutory obligations, and contractual enforceability), financial risks (including the developer's financial capacity, creditworthiness, and funding arrangements), and project delivery risks (including track record, technical capacity, and alignment with project timelines and municipal infrastructure availability).

The risk assessment will also consider the potential impact of the development on municipal service delivery, the transfer of liabilities associated with the land, and the reputational risks to the Municipality. Only bidders who demonstrate acceptable risk profiles and mitigation strategies will be confirmed for award.

36.3. Value for Money

The transaction must comply with the fair market value requirements of regulations 5(3)(b)(i) and 13 of the MATR, as well as section 44 of the Disposal Policy. An independent professional valuation will determine the market value of the land or erven, taking into account erf sizes, location, zoning, and development potential. The agreed selling price of each unit will be set by the Municipality in consultation with the appointed developer and reflected in the LAA.



Notwithstanding the fair market value principle, the Municipality reserves the right to apply public interest concessions as contemplated in regulation 13(2) of the MATR and section 2.1 of the Disposal Policy. Such concessions may include discounted pricing for qualifying GAP housing beneficiaries or other measures aimed at promoting equity, redressing spatial imbalances, and supporting socio-economic development.

36.4. Negotiation of Land Availability Agreement (LAA)

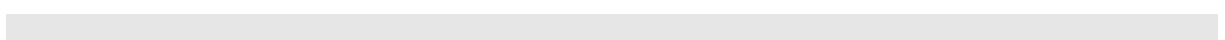
Following conditional award, the Municipality and the appointed developer will enter into negotiations to finalise the LAA. Negotiations will be conducted within the framework of regulation 11(d) of the MATR, which allows for conditions specifying the framework for direct negotiations on asset disposal. The LAA will set out the allocation of development rights, the unit selling prices, beneficiary prioritisation procedures, infrastructure responsibilities, timeframes for development, and the obligations of both parties.

The negotiation process will also address performance milestones, penalties for non-performance, dispute resolution mechanisms, and compliance monitoring. All agreed terms must be reduced to writing and signed by both parties before any development activity commences. No variation to the LAA may be made without the prior written consent of the Municipality.

36.5. Time Period for Negotiation

The conditional award will remain valid for the negotiation period specified in the LAA, which will be determined during contract finalisation. This period must be sufficient to allow for due diligence, finalisation of the LAA, and council approval, but will not exceed the timeframe set out in the Municipality's internal approvals schedule unless extended by council resolution.

If the parties fail to reach agreement within the prescribed period, the Municipality reserves the right to terminate negotiations and either approach the next highest ranked bidder or re-advertise the opportunity. All negotiations will be conducted in good faith, with the objective of achieving a commercially viable and socially responsible development that meets the Municipality's strategic objectives





PRICING ASSUMPTIONS AND INSTRUCTIONS

The purpose of this section is to standardise the basis upon which bidders prepare their financial submissions. All proposals must comply with the pricing structure, assumptions, and instructions below.

37.1. Pricing Band

Bidders must align unit sales prices strictly with the price ranges set out under **Sub-section 20.7: Housing Product Mix & Pricing Structure** of this CFP and Annexure A of the Land Availability Agreement.

- 62 % units (small and medium) priced between R600,000 – R800,000
- 26 % units (large and extra-large) priced between R801,000 – R1,000,000
- 12 % units (2x extra-large) priced between R1,001,000 – R1,200,000

No units may be marketed or sold outside of these approved pricing bands without prior written consent from Stellenbosch Municipality.

37.2. General Pricing Assumptions

The following assumptions must be adopted in preparing all financial submissions:

1. **VAT:** All prices must include VAT at the current rate
2. **Escalation:** Construction escalation per annum
3. **Subsidy Quantum:** Infrastructure cost estimates for link and internal services must be aligned with the National Housing Programme subsidy quantum applicable to municipal engineering services.
4. **Bulk Services:** Costs of external bulk services will be carried by the Municipality as set out in Section 8.1 of this CFP and the LAA. Developers must carry all costs for internal reticulation and top structures. Bidders are required to provide cost estimates for the provision of these bulk services.
5. **Transfer Costs:** All conveyancing and transfer costs are for the account of the Developer, in accordance with the LAA.
6. **Contingencies:** A minimum contingency must be provided for in construction costs.
7. **Professional Fees:** All applicable professional fees must be included, benchmarked against ECSA, SACAP, SACQSP, and other statutory guidelines.
8. **Sales & Marketing:** Costs of marketing, sales administration, and buyer support must be included in the financial model.



37.3. Pricing Instruction

Bidders must prepare and submit the following schedules as part of their Financial Proposal:

1. Build up revenue, clearly showing
 - Selling price for each unit/s
 - Total sales revenue derived from the selling price for each unit type/size
 - Timing of revenue
2. Build-up costs, clearly setting out
 - Construction cost for each type/size
 - Development charges
 - Internal and link services
 - Professional fees
 - Contingencies
 - Escalations
 - Preliminary and General cost
 - Cost of finance
 - Taxes, transfer duties, etc., as may be applicable
 - Any other cost
3. Development Financial Model
 - Consolidated summary of costs and revenues
 - Cash flow statement for the development
 - Funding sources (equity, debt, guarantees) with proof of commitments

The full financial model must be submitted **in Excel (latest version or equivalent compatible format)** to enable review and verification. The pricing model must be on a flash drive is returned with the bid document in envelope two. **Excel sheet to be printed and form part of the tender document. USB to be protected/locked.**

NOTE: The tender hard copy will govern (in the event that there are discrepancies on the soft copy vs the hard copy)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	