

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 6/22: UPGRADING OF THE KAYAMANDI TOURISM & ECONOMIC CORRIDOR

TENDER NUMBER: **B/SM 6/22**
DESCRIPTION: **Upgrading of Kayamandi Tourism & Economic Corridor.**
CLOSING DATE: **8 November 2021**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**. Due to COVID 19 restriction, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

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

INFORMATION:

Tender Specifications: Theresa Benjamin at 021 808 8153: Email: Theresa.benjamin@stellenbosch.gov.za

Andrew Acres at 081 543 4884: Email: Andrew.acres@deltabec.com

SCM Requirements: Gerald. Kraukamp at 021 808 8519: Email: Gerald.kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A compulsory clarification meeting will be held at 10:00 on 20 October 2021 at the parking area of the Kayamandi Corridor, Stellenbosch. Due to Covid-19 restrictions, a limited number of people may attend the compulsory meeting and it is therefore requested that only one representative per company may attend. To control the number of people at the compulsory meeting, a notice of intention must be submitted by email to theresa.benjamin@stellenbosch.gov.za by no later than 18 October 2021 at 10:00 (48 hours before meeting). Only people registered will be allowed to attend the compulsory meeting. No walk-in attendance will be permitted. All attendees will be required to wear mask and need to bring own writing material.

COVID-19 Precautions: Screening for temperature, sanitising of hands, social distancing and the wearing of masks will be compulsory.

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on **08 October 2021**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material(s) or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

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 6/22: UPGRADING OF THE KAYAMANDI TOURISM & ECONOMIC CORRIDOR**," clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, 17 Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification and local content as depicted in the document and also the **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

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

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

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R480.00 per document**.

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 6/22: OPGRADERING VAN DIE KAYAMANDI TOERISME EN EKONOMIESE KORRIDOR.

TENDER NOMMER: **B/SM 6/22**
BESKRYWING: **Opgradering van Kayamandi, Toerisme en Ekonomiese Korridor**
SLUITINGSdatum: **08 November 2021**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaal-bestuurs Raadsaal. As gevolg van die COVID 19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie, maar die opening regiter sal onmiddellik daarna op die munisipale webwerf geplaas word.

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

NAVRAE:

Tender spesifikasies: **Theresa Benjamin by 021 808 8153:** Epos: Theresa.benjamin@stellenbosch.gov.za
Andrew Acres by 081 543 4884: Epos: Andrew.acres@deltabec.com
Vkb vereistes: **Gerald Kraukamp by 021 808 8519:** Epos: Gerald.kraukamp@stellenbosch.gov.za
Kantoor Ure: **08h00-15h30**

'n Verpligte toeligtingsvergadering word op 20 Oktober 2021 om 10:00 by die ingang van die parkeerarea by die Kayamandi Toerisme en Ekonomiese Korridor, gehou. As gevolg van Covid-19-beperkings, mag 'n beperkte aantal mense die verpligte vergadering bywoon en daarom word versoek dat slegs een verteenwoordiger per maatskappy dit mag bywoon. Om die aantal mense by die verpligte vergadering te beheer, moet 'n kennisgewing van voorneme nie later as 18 Oktober om 10:00 (48 uur voor die vergadering) per e-pos aan theresa.benjamin@stellenbosch.gov.za gerig word. Slegs geregistreerde persone mag die verpligte vergadering bywoon. Geen bywoning sal toegelaat word nie. Daar sal van alle deelnemers verwag word om masker te dra en moet hul eie skryfmateriaal saambring.

COVID-19 Voorsorgmaatreëls: Sifting van temperatuur, ontsmetting van hande, sosiale afstand en die dra van maskers is verpligtend.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12:00 op 08 Oktober 2021** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskamel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die DTI verkry indien daar so 'n grondstowwe of insette benodig word. 'n Afskrif van die magtigingsbrief moet saam met hierdie tenderdokument op sluitingsdatum en tyd van die tender ingedien word. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tenderdokument vervat is.**

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

Verseëde tenders duidelik gemerk: **"B/SM 6/22: Opgradering van Kayamandi Toerisme en Ekonomiese Korridor"** op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis kompleks, 17 Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tenderdokument asook die **Voorkeurverkrygingsregulasies 2017** wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

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

Prys	80
BBSEB	20
Totale punte	100

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

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

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametoelae van **R480.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 6/22

UPGRADING OF THE KAYAMANDI TOURISM & ECONOMIC CORRIDOR

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 106):	
COMPLETION PERIOD IN WORKING DAYS:	
BBBEE LEVEL	
CRS NUMBER (CIDB GRADING)	

OCTOBER 2021

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

THERESA BENJAMIN
PROJECT CO-ORDINATOR at 021 808 8153

or Andrew Acres at 081 543 4884



1. TENDER NOTICE & INVITATION TO TENDER

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

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Totale punte	100

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1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
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5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R480.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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 6/22	CLOSING DATE:	08 November 2021	CLOSING TIME:	12:00
DESCRIPTION	UPGRADING OF THE KAYAMANDI TOURISM & ECONOMIC CORRIDOR				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ 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. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SCM	CONTACT PERSON	Theresa Benjamin at 021 808 8153
CONTACT PERSON	GERALD KRAUKAMP	TELEPHONE NUMBER	Or ANDREW ACRES at 081 543 4884
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	Andrew.acres@deltabec.com Theresa.Benjamin@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.kraukamp@stellenbosch.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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:

DATE:



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes	No
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	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?	Yes	No
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
Form of Indemnity - Is the form duly completed and signed?	Yes	No
Pricing Schedule - Is the form duly completed and signed?	Yes	No
Form of Offer - Is the form duly completed and signed?	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

authorized signatory of the Company/Close Corporation/Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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



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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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



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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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



F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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



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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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



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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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



F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of



tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.



- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where:



Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable tender or offer.

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

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

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

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

Where:

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9



3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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



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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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



F.3.16 Notice to unsuccessful tenderers

- F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

- F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.
- F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4** The client must publish the information on a quarterly basis, which contains the following information:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.



7. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "JBCC" means the Joint Building Contracts Committee.
- 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.



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- 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 JBCC clause 5.1 except for purposes of performing the contract.



- 5.3. Any document, other than the contract itself mentioned in JBCC 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 JBCC.

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 JBCC 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 JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC 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 JBCC 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 JBCC 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 JBCC 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.



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- 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 JBCC 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.



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

Joint Building Contracts Committee (Edition 6.2, 2018)



8. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Unbundling of assets

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.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

11 Centralised Supplier Database

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

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

Centralized Supplier Database No. MAAA.....



9. 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.
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4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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.



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – 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, 2017.

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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

2.1 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 “**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;

2.3 “**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;

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

- 2.5 **“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;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
 - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“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;
- 2.10 **“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. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

or

or

90/10

$$P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

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

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



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 contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 9.4.5 forward the matter for criminal prosecution

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



**11. MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT
ATTACHED FOR INFORMATION PURPOSES**



Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000

the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500,
www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.



2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1 Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc. When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.



2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.



C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).



4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

- D1. Tender number**
Supply the tender number that is specified on the specific tender documentation.
- D2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- D3. Designated products**
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- D4. Tender authority**
Supply the name of the tender authority.
- D5. Tendering entity name**
Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).
- D6. Tender exchange rate**
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

- D7. Tender item number**
Provide the tender item number(s) of the product(s) that have imported content.
- D8. Description of imported content**
Provide a list of the exempted imported product(s), if any, as specified in the tender.
- D9. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice**
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports**
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.



- D14. Freight costs to port of entry**
 Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties**
 Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT**
 Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity**
 Provide the tender quantity of the exempted imported products as per the tender specification.
- D18. Exempted imported value**
 Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.
- D19. Total exempted imported value**
 The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

- D20. Tender item numbers**
 Provide the tender item number(s) of the product(s) that have imported content.
- D21. Description of imported content:**
 Provide a list of the product(s) imported directly by tender as specified in the tender documentation.
- D22. Unit of measure**
 Provide the unit of measure for the product(s) imported directly by the tenderer.
- D23. Overseas supplier**
 Provide the name(s) of the overseas supplier(s) supplying the imported product(s).
- D24. Imported value as per commercial invoice**
 Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D25. Tender rate of exchange**
 Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D26. Local value of imports**
 Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.



-
- D27. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.
- D28. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.
- D29. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.
- D30. Tender quantity**
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.
- D31. Total imported value**
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).
- D32. Total imported value by tenderer**
The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

- D33. Description of imported content**
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.
- D34. Unit of measure**
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.
- D35. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D36. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the imported products.
- D37. Imported value as per commercial invoice**
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.
- D38. Tender rate of exchange**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D39. Local value of imports**
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.
- D40. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.



- D41. All locally incurred landing costs and duties**
 Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.
- D42. Total landed costs excluding VAT**
 Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.
- D43. Quantity imported**
 Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.
- D44. Total imported value**
 Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).
- D45. Total imported value by third party**
 The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

- D46. Type of payment**
 Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).
- D47. Local supplier making the payment**
 Provide the name of the local supplier making the payment.
- D48. Overseas beneficiary**
 Provide the name of the overseas beneficiary.
- D49. Foreign currency value paid**
 Provide the value of the listed payment(s) in their foreign currency.
- D50. Tender rate of exchange**
 Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D51. Local value of payments**
 Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).
- D52. Total of foreign currency payments declared by tenderer and/or third party**
 The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.
- D53. Total of imported content and foreign currency payment**
 The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.



5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

- E1. Tender number**
Supply the tender number that is specified on the specific tender documentation.
- E2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- E3. Designated products**
Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).
- E4. Tender authority**
Supply the name of the tender authority.
- E5. Tendering entity name**
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

Local Goods, Services and Works

- E6. Description of items purchased**
Provide a description of the items purchased locally in the space provided.
- E7. Local supplier**
Provide the name of the local supplier that corresponds to the item listed in column E6.
- E8. Value**
Provide the total value of the item purchased in column E6.
- E9. Total local products (Goods, Services and Works)**
Total local products (goods, services and works) is the sum of the values in E8.
- E10. Manpower costs:**
Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).
- E11. Factory overheads:**
Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)
- E12. Administration overheads and mark-up:**
Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.



E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:



#	Description of services, works or goods	Components	Stipulated minimum threshold as a %
	Fasteners	Bolts, nuts, rivets, nails	100%
	Steel Construction Materials	Roof Sheets	100%
	Valves	Taps	70%
	Plastic Pipes	PVC Pipes	100%
	Wire Products	Fencing	100%
	Fabricated Structural Steel	Reinforcement Steel	100%
	Roof and Cladding	Colour coated cladding	100%

**Please submit also letters of exemption from dti if local content is not 100% or 70%.
Please ensure that you put all the items on Annexure C on which you make an offer.**

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO. B/SM: 6/22: UPGRADING OF KAYAMANDI CORRIDOR ISSUED BY STELLENBOSCH MUNICIPALITY.

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and



the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



ANNEXURE C

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.			
(C2) Tender Description			
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %			

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	<u>Steel Value-added Products</u>						
Sec 2, Bill no 8, Item no 1, 2, 3, 4,	Fabricated structural steel						
Sec 2, Bill no 8, Item no 5	Plates						
Section 2, Bill No. 8, Item No. 1, 2, 5, 6	Fasteners						
Sec 2, Bill No. 4, Item No. 1, 2, 3, 4	Roof and cladding						
Sec 2, Bill no 9, Item no 1	Wire products - Fencing						
Sec 2, Bill no 11, Item no 15	Valves products and actuators						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)



	<u>Plastic pipes</u>										
Sec 2, Bill no 11, Item no 1, 16, 17,	PVC Pipes										
(C20) Total tender value											
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
(C23) Total Imported content											
(C24) Total local content											
(C25) Average local content % of tender											

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if more space is required



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.				
(D2)	Tender Description				
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
										This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Summary of Payments

Local value of payments

(D51)

This total must correspond with Annex C – (C23)



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



13. 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:			



14. 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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

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.



- 5.2. 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.



15. 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 must be submitted with this tender.

Signature	Position	Date



16. 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:	



17. 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 authorized 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:	



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE

18. SPECIFICATIONS

SCOPE OF WORK

The scope of works for the upgrading and structural maintenance repairs of the Kayamandi Corridor Building:

- Architectural works:
 1. Repair/ replace damaged building external elements.
 2. Repair and paint damaged internal and external walls.
 3. Repainting steel gates and palisades.
 4. Removing and replacing canopy gum poles columns with steel structures.
 5. Removing canopy timber lath roof covering and replacing with corrugates sheet steel.
 6. Installing new eaves gutters, eaves ceiling coverings.
 7. Hard landscaping.
 8. General paving replacement and removing of plants.
 9. Removing and replacing new handrails including new Cleavu fence.
 10. New statutory signage.
 11. Repairs to entrance gate.



FIGURE 1.1: New paint to walls, steel gates and palisades



FIGURE 1.2: Removing of plants and replacing with new paving



FIGURE 1.3: Removing and replacing gum poles and timber laths with steel structures and corrugated roof sheeting respectively



FIGURE 1.4: Replace missing eaves ceilings

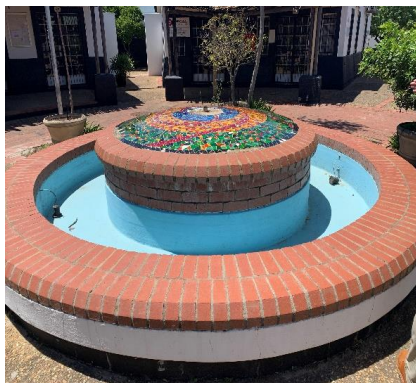


FIGURE 1.5: Pond to be filled with imported earth to create landscape feature garden



FIGURE 1.6: Timber handrails to be replaced with galvanised steel handrails



FIGURE 1.7: Gum pole screen walls to be removed and replaced with Cleavu Fencing



FIGURE 1.8: Plants to be removed and replaced with paving



FIGURE 1.9: Install new missing uPVC gutters



FIGURE 1.10: Sand, prepare and paint with new varnish to existing timber decking



FIGURE 1.11: New building signage and statutory signage



FIGURE 1.12: Repair entrance gate

- Structural works:

1. Demolish and rebuild existing stairs/pavilion.
2. Demolish and rebuild new external building walls.
3. Re-plaster external walls including plaster reinforcing mesh.
4. Design and build retaining wall.



FIGURE 2.1: Rebuild masonry stairs/pavilion



FIGURE 2.2: Demolish and rebuild existing concrete footpath to avoid hazardous trip



FIGURE 2.3: Demolish and rebuild cracked walls



FIGURE 2.4: Where walls have minor structural cracks, re-plaster including reinforcing mesh



FIGURE 2.5: Design and build retaining wall



FIGURE 2.6: Install new paving to walkways and refurbish kerbs

**1. GENERAL**

1. Completion period: 20 weeks
2. CIDB Grading 4
3. Tender is valid for 180 days
4. A compulsory site meeting must be arranged in collaboration with the Department, Property Management.
5. Prospective bidders' attention is drawn to the fact that the actual construction/upgrade will be executed over 2 financial years i.e. the project will commence during March 2022.

2. SPECIFICATIONS/BOQ/ STRUCTURAL DRAWINGS

See attached documents

3. LOCAL LABOUR

Successful bidders must make use of local (WC024 area of jurisdiction) labour on the following basis:

- (a) Unskilled labour : 100%
- (b) Semi-skilled labour : 40%
- (c) Skilled Labour : 10%

4. LOCAL CONTENT

Description of services, works goods	Components	Stipulated minimum threshold as a %
Fasteners	Bolts, nuts, rivets, nails	100%
Steel Construction Materials	Roof Sheets	100%
Valves	Taps	70%
Plastic Pipes	PVC Pipes	100%
Wire Products	Fencing	100%
Fabricated Structural Steel	Reinforcement Steel	100%
Roof and Cladding	Colour coated cladding	100%



8. BILL OF QUANTITIES / PRICING SCHEDULE

Hereto attached as **APPENDIX 1** a Bill of Quantities that needs to be populated by prospective bidders. The electronic BOQ (Excel spreadsheet) must be populated, print out and signed on each page; this must be attached to the Tender Document that is submitted. An electronic version **must** be submitted to the following e-mail address, theresa.benjamin@ Stellenbosch.gov.za after closing date and time or must accompany the tender document (memory stick or CD). The memory stick and/or CD's will not be returned to Tenderers.

9. MINIMUM REQUIREMENTS

- 9.1 Prospective bidders **must** have a CIDB status of 4GB or higher.
- 9.2 Bidders should provide full detail of at least 4 projects of **similar size and nature** that were successfully completed during the past 5 years. Failure to provide such information **will** invalidate his/her offer.



19. PRE-QUALIFICATION REQUIREMENTS

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

Bidders must have a CIDB grading of 4GB or higher.

Bidders should provide full detail of at least 4 projects of **similar size and nature** that were successfully completed during the past 5 years.

Failure to provide such information **will** invalidate his/her offer.

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



20. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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



21. 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			



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



25. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 6/22 Upgrading of Kayamandi Tourism and Economic Corridor.**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

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



2. ACCEPTANCE

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

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



26. PRICING SCHEDULE

NOTE:

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

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

Bill of Quantities

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 1</u>				
		<u>BILL NO 1</u>				
		<u>BUILDING AGREEMENT AND PRELIMINARIES</u>				
		The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
		The JBCC Principal Building Agreement contract data form an integral part of this agreement				
		The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
		The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause				
		The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only				
		Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above-mentioned documents				
		<u>PREAMBLES FOR TRADES</u>				
		The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained				
		Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles				
		The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>STRUCTURE OF THIS PRELIMINARIES BILL</u>				
		Section A: A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement				
		Section B: A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
		Section C: Any special clauses to meet the particular circumstances of the project				
		<u>PRICING OF PRELIMINARIES</u>				
		Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				
		<u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u>				
		<u>Interpretation (A1-A7)</u>				
		Clause 1.0 - Definitions and interpretation				
		Pricing of bills of quantities				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities				
		Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained				
		Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary				
		Abbreviated descriptions				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice				
		Legal status of contractor				
		If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:				
		1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement				
		2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons				
		3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				
1		F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Clause 2.0 - Law, regulations and notices				
2		F:..... V:..... T:.....	Item	1		
3		Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item	1		
4		Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item	1		
		Clause 5.0 - Documents				
		Value Added Tax				
		Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)				
		Electronic issue of drawings. All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]				
5		F:..... V:..... T:.....	Item	1		
		Clause 6.0 - Employer's agents				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Delegated authority				
		The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:				
		1. Quantity surveyor				
		2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works				
		2.2 Contract instructions [6.2; 17.1] :				
		2.2.1 No contract instructions delegated to the quantity surveyor				
		2. Civil and structural engineer				
		3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works				
		3.2 Contract instructions [6.2; 17.1] :				
		3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
		3.2.3 The site [13.0]				
		3.2.4 Compliance with the law, regulations and by laws [2.1]				
		3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
		3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
		3.2.7 Removal or re-execution of work				
		3.2.8 Removal or substitution of any materials and goods				
		3.2.9 Protection of the works				
		3.2.10 Making good physical loss and repairing damage to the works [23.2.2]				
		3.2.11 Rectification of defects [21.2]				
		3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		or defective work to be rectified to achieve final completion				
		3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums				
6		F:..... V:..... T:.....		1		
7		Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	1		
		<u>Insurances and securities (A8-A11)</u>				
8		Clause 8.0 - Works risk F:..... V:..... T:.....	Item	1		
9		Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	1		
10		Clause 10.0 - Insurances F:..... V:..... T:.....	Item	1		
		Clause 11.0 - Securities				
		Guarantee for payment				
		[11.5.1]. The contractor shall waive his lien or right of continuing				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		possession of the works				
		Extension of waiver of lien				
		The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]				
11		F:..... V:..... T:.....	Item	1		
		Execution (A12 - A17)				
12		Clause 12.0 - Obligations of the parties				
		Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] There are existing offices on site that can be utilised as site offices. The contractor will carry the risk regarding theft and damage. The Municipality will not take responsibility for any theft and damage and it will be for the account of the contractor.				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]				
		Statutory and other notices				
		The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard				
		It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				
12		F:..... V:..... T:.....	Item	1		
13		Clause 13.0 - Setting out F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14		Clause 14.0 - Nominated subcontractors				
		F:..... V:..... T:.....	Item	1		
15		Clause 15.0 - Selected subcontractors				
		F:..... V:..... T:.....	Item	1		
16		Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:				
		1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				
		2. Allow the use of personnel welfare facilities, where provided				
		3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				
		4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		F:..... V:..... T:.....	Item	1		
17		Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor				
		F:..... V:..... T:.....	Item	1		
		Completion (A18 - A24)				
18		Clause 18.0 - Interim completion	N/A			
19		Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	1		
20		Clause 20.0 - Completion in sections				
		F:..... V:..... T:.....	Item	1		
21		Clause 21.0 - Defects liability period and final completion				
		F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
22		Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	1		
23		Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:.....	Item	1		
24		Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	1		
		Payment (A25 - A27)				
25		Clause 25.0 - Payment				
		Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		prices prior to the issue of the certificate of final completion, it shall be in writing				
		F:..... V:..... T:.....	Item	1		
26		Clause 26.0 - Adjustment of the contract value and final account				
		Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]				
		Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs				
		Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]				
		F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
27		Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	1		
		<u>Suspension and termination (A28 - A29)</u>				
28		Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item	1		
29		Clause 29.0 - Termination F:..... V:..... T:.....	Item	1		
		<u>Dispute resolution (A30)</u>				
30		Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	1		
31		Agreement				
		The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
32		Contract data				
		Tenderers selections				
		Before submission of his tender the contractor is to complete the tenderers selections in the contract data				
		F:..... V:..... T:.....	Item	1		
		<u>SECTION B: GENERAL PRELIMINARIES</u>				
		<u>Definitions and interpretation (B1)</u>				
33		Clause 1.1 - Definitions F:..... V:..... T:.....	Item	1		
34		Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	1		
		<u>Documents (B2)</u>				
35		Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	1		
36		Clause 2.2 - Provisional bills of quantities				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Multiple procurement These bills of quantities are in multiple procurement format i.e. the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums F:..... V:..... T:.....	Item	1		
37		Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item	1		
38		Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item	1		
		<u>Previous work and adjoining properties (B3)</u>				
39		Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	1		
40		Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	1		
41		Clause 3.3 - Inspection of adjoining properties	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		F:..... V:..... T:.....				
		The site (B4)				
42		Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	1		
43		Clause 4.2 - Enclosure of the works F:..... V:..... T:.....	Item	1		
		F:..... V:..... T:.....				
44		Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item	1		
45		Clause 4.4 - Encroachments F:..... V:..... T:.....	Item	1		
46		Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	1		
47		Clause 4.6 - Services - known F:..... V:..... T:.....	Item	1		
		Management of contract (B5)				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
48		Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	1		
49		Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	1		
50		Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	1		
		<u>Samples, shop drawings and manufacturer's instructions (B6)</u>				
51		Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	1		
52		Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	1		
53		Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	1		
54		Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	1		
		<u>Deposits and fees (B7)</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
55		Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	1		
		Temporary services (B8)				
56		Clause 8.1 - Water F:..... V:..... T:.....	Item	1		
57		Clause 8.2 - Electricity F:..... V:..... T:.....	Item	1		
58		Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	1		
59		Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item	1		
		Prime cost amounts (B9)				
60		Clause 9.1 - Responsibility for prime cost amounts	CONT			
		F:..... V:..... T:.....	Item	1		
		Attendance on subcontractors (B10)				
61		Clause 10.1 - General attendance F:..... V:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		T:.....				
62		Clause 10.2 - Special attendance	CONT			
		F:..... V:..... T:.....	Item	1		
		General (B11)				
63		Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	1		
64		Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	1		
65		Clause 11.3 - Security of the works F:..... V:..... T:.....	Item	1		
66		Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	1		
67		Clause 11.5 - Disturbance				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever F:..... V:..... T:.....	Item	1		
68		Clause 11.6 - Environmental disturbance				
		Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc				
		The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works				
69		Clause 11.7 - Works cleaning and clearing F:..... V:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		T:.....				
70		Clause 11.8 - Vermin F:..... V:..... T:.....	Item	1		
71		Clause 11.9 - Overhand work F:..... V:..... T:.....	Item	1		
72		Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item	1		
73		Clause 11.11 - Advertising F:..... V:..... T:.....	Item	1		
		<u>SECTION C: SPECIFIC PRELIMINARIES</u>				
74		Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract				
		F:..... V:..... T:.....	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
75		Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....	Item	1		
76		Cooperation of the contractor for cost management. It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:..... T:.....	Item	1		
77		Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		F:..... V:..... T:.....				
78		Health and safety				
		<u>OCCUPATIONAL HEALTH AND SAFETY ACT</u>				
79		The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended. The contractor must take note that compliance with the Occupational Health and Safety Act and Construction Regulations is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act and Construction Regulations is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		shall be entertained. F:..... V:..... T:.....				
		<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
		The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. All additional costs to comply in full with COVID-19 regulations to be included within this section of the Preliminaries.				
		F:..... V:..... T:.....	Item	1		
80		Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
		The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BB BEE rating including proof of the said rating F:..... V:..... T:.....	Item	1		
81		Advertising rights: The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement F:..... V:..... T:.....	Item	1		
82		Confidentiality: The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or	Item	1		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		disclosed without the prior written consent of the employer F:..... V:..... T:.....				
83		Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media F:..... V:..... T:.....	Item	1		
84		24Hour high risk security to be supplied by the contractor for the full duration of the project, including armed security guards.	Item	1		
		ALLOWANCE FOR CLO				
85		Allowance of R5 000.00 per month should be made for appointment of CLO. All profit should be included in the rate Provision for pricing of the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. F:..... V:..... T:.....	MONTHS	5		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SUMMARY OF CATEGORIES</u>				
		Category : Fixed R.....				
		Category : Value R.....				
		Category : Time R.....				
		Carried to Final Summary				R
		<u>SECTION 2</u>				
		<u>BILL NO 1</u>				
		<u>ALTERATIONS</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>View site</u>				
		Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>Explosives</u>				
		No explosives whatsoever may be used for alteration purposes unless otherwise stated				
		<u>General</u>				
		The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent				
		Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, and repairs where necessary				
		The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)				
		<u>REMOVAL OF EXISTING WORK</u>				
		<u>Breaking up and removing unreinforced concrete</u>				
1		80mm Thick concrete walkway	m2	27		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		behind pavilion staircase				
		<u>Demolishing and removing pavilion stairs</u>				
2		12m x 6m x 4m High pavilion stairs to foundation level, including carefully taking out paving bricks to be re-used, stockpiling filling to be carted away at a later stage if not re-used, and making good area to receive new stairs (measured elsewhere)	Item	1		
		<u>Taking out and removing doors, windows, etc. including thresholds, cills, etc.</u>				
3		Timber single door and frame not exceeding 2,5m ²	No	8		
		<u>Breaking down and removing brickwork etc.</u>				
4		One brick walls	m2	78		
		<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u>				
5		Timber lath roof covering and timber purlins	m2	957		
6		Vinyl floor coverings and screed (new measured elsewhere)	m2	15		
		<u>Taking out and removing sundry joinery work, fittings, etc.</u>				
7		Timber gum pole handrails from concrete paving blocks, including	m	7		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		brackets, bolts, etc.				
8		1000mm High gum pole screen wall spaced 300mm centre to centre from each other	m	25		
9		150mm Diameter x 2500mm high gum poles	No	204		
		<u>Take down and removing aluminium gutters and make good remaining surfaces and finishes</u>				
10		Aluminium gutters fixed to fibre cement fascia	m	155		
		<u>Taking out and removing ironmongery</u>				
11		Mortice lock from steel door and steel frame	No	50		
12		Window peg stay	No	32		
		<u>Taking out and removing glass and mirrors</u>				
13		Glass from steel windows and doors including cleaning out rebates and preparing for new glass	m2	26		
14		Glass from aluminium windows including and preparing for new glass	m2	1		
15		Mirror from wall	m2	1		
		<u>SERVICING OF WINDOWS, DOORS, PLUMBING, ETC.</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>Clean out rebates of existing steel windows and prepare to receive new putty.</u>				
16		Replace putty to steel window frames	m	35		
		<u>Attend to, service and repair as necessary all sanitary fittings, taps including replacing any defective or missing parts:</u>				
17		Wash hand basins including taps, etc.	No	6		
18		WC pans including cisterns, toilet seats, etc.	No	6		
19		Urinals, including flush valve or cistern, waste outlet, etc.	No	4		
		<u>Attend to, service and repair as necessary all steel doors and gates including replacing any defective or missing parts:</u>				
20		Single door	No	8		
21		Double door	No	4		
		<u>MAKING GOOD OF FINISHES ETC.</u>				
		<u>Making good internal cement plaster by sanding down, filling hairline cracks and filling larger cracks with appropriate filler.</u>				
22		Walls in patches	m2	644		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>RE FIXING EXISTING WORKS ETC.</u>				
		<u>Repair and re-instate existing metal entrance gate</u>				
23		Repair and re-fix existing entrance gate 3000mm x 2100mm high by welding and replacing support square hollow section tubes, gate rolling wheels, guard rails, gate track etc. to restore gate to complete functionality	No	1		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 2</u>				
		<u>MASONRY</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>BRICKWORK</u>				
		<u>Sizes in descriptions</u>				
		Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Pointing				
		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.				
		SUPERSTRUCTURE				
		Brickwork of NFP bricks in class II mortar				
1		One brick walls	m2	9		
2		One brick walls circular on plan	m2	70		
		BRICKWORK SUNDRIES				
3		Cutting toothing and bonding new brickwork to existing	m2	5		
		2,5mm Galvanised brick reinforcement				
4		150mm Wide reinforcement built in horizontally	m	232		
		Carried Forward to Summary of Section No. 2				R
		SECTION 2				
		BILL NO 3				
		WATERPROOFING				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>Waterproofing</u>				
		Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
		<u>DAMP PROOFING OF WALLS AND FLOORS</u>				
		<u>One layer 375 micron embossed polyethylene damp proof course</u>				
1		In walls	m2	3		
		<u>JOINT SEALANTS ETC</u>				
		<u>Silicone sealing compound including backing cord, bond breaker, primer, etc or similar approved</u>				
2		10 x 5mm In vertical expansion joints	m	9		
		Carried Forward to Summary of Section No. 2				R

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO 4</u>				
		<u>ROOF COVERINGS, CLADDINGS, ETC.</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		When the pitch of troughed roof covering is less than 5 degrees or if rustproofing is required then the description of roof coverings "with side laps sealed" is to be used				
		Where roof coverings are fixed on top of rigid board insulation to purlins etc.. descriptions of roof coverings are to include therefore				
		<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
		<u>0.50mm Thick Cover KLIP-TITE profile chromadek Z200 spelter ISQ550 galvanised steel roof sheeting with Chromodek finish on one side fixed to steel purlins and eaves and ridge purlins using KL700 clips fixed with 10 No. 14 x 85mm long self drilling wafer head PH2 screws and No. 3 drill point fasteners as per Engineers specifications</u>				
1		Roof covering with pitches not	m2	639		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		exceeding 25 degrees				
2		Roof covering with pitches not exceeding 25 degrees circular on plan	m2	318		
3		308mm Girth head wall flashings	m	107		
4		308mm Girth head wall flashings circular on plan	m	114		
		<u>EAVES, VERGES, ETC.</u>				
		<u>"NUTEC" or similar approved pressed fibre-cement</u>				
5		225 x 10mm Fascia's and barge boards including galvanised steel H-profile jointing strips	m	247		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 5</u>				
		<u>CARPENTRY AND JOINERY</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Fixing</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
		<u>EAVES, VERGES, ETC.</u>				
		<u>High density plain fibre-cement flat sheets</u>				
1		10mm Eaves soffit covering	m2	12		
		<u>DOORS ETC</u>				
		<u>Solid core wrought meranti doors</u>				
2		40mm Door 813 x 2032mm high	No	8		
		<u>FRAMED FRAMES ETC</u>				
		<u>Wrought meranti</u>				
3		69 x 69mm Frames plugged	m	39		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO 6				
		<u>FLOOR COVERINGS, PLASTIC LININGS, ETC.</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>FLOOR COVERINGS</u>				
		<u>300 x 300 x 2.5mm "Marley" or equivalent semi-flexible vinyl tiles fixed with adhesive to screeds (screed elsewhere measured)</u>				
1		On floors	m2	173		
		<u>POLISH, SEALERS, ETC</u>				
2		Two coats wax polish on vinyl flooring	m2	173		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 7</u>				
		<u>IRONMONGERY</u>				
		<u>PREAMBLES</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Finishes to ironmongery</u>				
		Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
		<u>Keys</u>				
		All locks to be provided with four spare keys and handed over to the client with Practical Completion.				
		<u>HINGES, BOLTS, ETC</u>				
		<u>"Solid"</u>				
1		100 x 75mm Brass butt hinge	No	16		
		<u>CATCHES, CABIN HOOKS, ETC</u>				
		<u>"Union"</u>				
2		Code PP 1137 250mm peg stay and fastener	No	32		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>LOCKS</u>				
		<u>"Union"</u>				
3		Three lever mortice lockset including four spare keys	No	50		
		<u>BLINDS</u>				
		<u>Vertical blinds made of fully washable fabric, fitted with aluminium head rail and stainless steel spacer links including all fixing brackets, etc. fixed in position complete:</u>				
4		Blind to suit window approximate size 600 x 450mm high	No	3		
5		Blind to suit window approximate size 520 x 1 240mm high	No	1		
6		Blind to suit window approximate size 930 x 1 800mm high	No	8		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 8</u>				
		<u>STRUCTURAL STEELWORK</u>				
		<u>PREAMBLES</u>				
		For preambles see "General				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		Descriptions of bolts shall be deemed to include nuts and washers				
		Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete				
		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
		Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork.				
		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.				
		<u>GALVANISED STEEL COLUMNS AND BEAMS</u>				
		<u>Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		120 x 60 x 3.5mm x 9.18kg/m Rectangular columns bolted to concrete	t	0,88		
		<u>Welded beams in single lengths with flat bearer and connection plates, bolted to steel on one end and to brickwork on one end</u>				
2		120 x 60 x 3.5mm x 9.18kg/m Rectangular beams bolted to brickwork	t	1,2		
		<u>GALVANISED STEEL PURLINS, GIRTS, BRACING, ETC.</u>				
		<u>Purlins and girts, welded to steel</u>				
3		150 x 75 x 20 X 2.0mm x 5.13kg/m Cold formed lipped channel purlins	t	1,89		
		<u>Solar Shading bars</u>				
4		80 x 6mm x 5.02kg/m Metal flat bar welded to beams	t	3,91		
		<u>BASE PLATES</u>				
		<u>Base plates welded to steel, bolted to concrete</u>				
5		220 x 160 x 12mm Thick base plates	t	0,4		
		<u>BOLTS, FASTENERS, ETC.</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6		M16 Chemical Anchors	No	336		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 9</u>				
		<u>METALWORK</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Descriptions</u>				
		Descriptions of bolts shall be deemed to include nuts and washers				
		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
		Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
		<u>GALVANISED STEEL SCREEN WALL</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>"Clearvu" or similar approved fencing</u>				
1		1000mm High ClearVu high density anti-cut pressed mesh panel, formed of 3mm diameter horizontal and 4mm diameter vertical high tensile galvanised wires with marine fusion bond, including black colour with aperture size 76.2 x 12.7mm and V-section reinforcing ribs, with bolts, 85 - 45mm clamping plates to 1600m high taper locking posts at 3382mm centres with sealed end caps and 30 x 3 x 250mm long angle section base anchors	m	25		
		<u>GALVANISED STEEL HANDRAILS</u>				
		<u>Handrails to staircase:</u>				
2		50mm diameter x 2.5mm Galvanised steel hollow section continuous handrails with stop ends welded to 65 x 10mm thick steel base plate fixed to wall with 2 No. x M16 rawl bolts.	m	7		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 10</u>				
		<u>PLASTERING</u>				
		<u>PREAMBLES</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		Surfaces shall be thoroughly washed down and allowed to dry and prepare to receive new plaster				
		<u>SCREEDS</u>				
		<u>Granolithic screed on concrete</u>				
1		25mm Thick on floors	m2	173		
		<u>EXTERNAL PLASTER</u>				
		<u>Cement plaster wood floated, on brickwork</u>				
2		On walls	m2	157		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 11</u>				
		<u>PLUMBING AND DRAINAGE</u>				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>PREAMBLES</u>				
		<u>PVC-U pipes and fittings</u>				
		Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings.				
		<u>PVC-U pressure pipes and fittings</u>				
		Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings. Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings shall be cast iron, all with similar push-in type joints.				
		<u>Fixing of pipes</u>				
		Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.				
		<u>RAINWATER DISPOSAL</u>				
		<u>uPVC gutters and rainwater pipes</u>				
1		100mm Diameter rainwater pipes	m	5		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2		Extra over 100mm diameter rainwater pipe for bend	No	2		
3		Extra over 100mm diameter rainwater pipe for shoe	No	2		
		<u>Seamless aluminium pre painted gutters and rainwater pipes</u>				
4		150 x 150mm Eaves gutters	m	247		
5		100 x 75mm Rainwater downpipes	m	132		
6		Extra over 150 x 150mm eaves gutter for stopped end	No	42		
7		Extra over 150 x 150mm eaves gutter for angle	No	12		
8		Extra over 150 x 150mm eaves gutter for outlet for 100 x 75mm downpipe	No	42		
9		Extra over 100 x 75mm rainwater downpipe for bend	No	84		
10		Extra over 100 x 75mm rainwater downpipe for shoe	No	42		
		<u>SANITARY FITTINGS</u>				
		<u>Vaal' or equivalent vitreous china wash hand basins and pedestals:</u>				
11		510 x 400mm, 'Daisy' or equivalent white vitreous china lavatory basin (code 7008) with one taphole, including integrated	No	3		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		overflow and chainstay				
12		WC flush plate to match existing	No	5		
		<u>WASTE UNIONS ETC</u>				
13		32mm Basin waste union with plug, chain and stay and joint to 40mm uPVC pipe	No	3		
		<u>TRAPS ETC</u>				
		<u>uPVC</u>				
14		40mm Deep seal "P" or "S" trap	No	3		
		<u>TAPS, VALVES, ETC</u>				
		<u>"Cobra Watertech"</u>				
15		15mm Matt chrome plated basin pillar tap (code 811-15)	No	6		
		<u>SANITARY PLUMBING</u>				
		<u>uPVC pipes</u>				
16		40mm Pipes	m	12		
		<u>Extra over uPVC pipes for fittings</u>				
17		40mm Bend	No	16		

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>WATER SUPPLIES</u>				
		<u>Galvanised steel pipes</u>				
18		25mm Pipes	m	5		
		<u>Extra over galvanised steel pipes for steel fittings</u>				
19		25mm Fittings	No	13		
		<u>Class 1 copper pipes:</u>				
20		15mm Pipes chased into brick walls.	m	8		
		<u>Extra over Class 1 & 2 copper pipes for capillary fittings</u>				
21		15mm Fittings.	No	12		
		<u>TESTING</u>				
22		Testing water pipe system	Item	1		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 12</u>				
		<u>GLAZING</u>				
		<u>Float glass</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		The term "float glass" is used for monolithic annealed glass				
		<u>Laminated glass</u>				
		Laminated glass to have polyvinyl butyral (PVB) interlayer(s)				
		<u>GLAZING TO STEEL WITH PUTTY</u>				
		<u>4mm Clear float glass</u>				
1		Panes not exceeding 0,1m ²	m2	26		
		<u>GLAZING TO ALUMINIUM WITH CLIP ON BEADS (BEADS ELSEWHERE)</u>				
		<u>6 mm Thick normal strength clear laminated safety glass</u>				
2		Panes exceeding 0,5m ² and not exceeding 2m ²	m2	1		
		<u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u>				
		<u>4 mm Silvered float glass copper backed mirrors with polished edges fixed with double sided adhesive tape</u>				
3		Mirror 900 x 600mm high	No	1		
		<u>BEADS, ARCHITRAVES, ETC</u>				
		<u>Glazing beads for Aluminium</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>windows</u>				
4		19 x 25mm Glazing beads	m	4		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 13</u>				
		<u>PAINTWORK</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>PREPARATORY WORK TO EXISTING WORK</u>				
		<u>Previously painted plastered surfaces</u>				
		Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed, and cracks shall be opened, filled with a suitable filler and finished smooth				
		<u>Previously painted metal surfaces</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
		<u>Previously painted wood surfaces</u>				
		Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed, and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
		<u>PAINTWORK ETC. TO NEW WORK</u>				
		<u>ON FLOATED PLASTER SURFACES</u>				
		<u>One coat primer and two coats quality PVA emulsion paint</u>				
1		On external walls	m2	157		
		<u>One coat primer and two coats enamel paint</u>				
2		On external walls	m2	0		RATE ONLY
		<u>ON EXTERNAL GYPSUM PLASTER SURFACES</u>				
		<u>One coat primer and two coats quality PVA emulsion paint</u>				
3		On eave soffit coverings	m2	12		
		<u>ON WOOD SURFACES</u>				

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>Three coats superior quality polyurethane suede varnish</u>				
4		On doors	m2	28		
5		On door frames	m2	11		
		<u>ON STRUCTURAL STEEL SURFACES</u>				
		<u>One coat oxide primer and two coats enamel paint</u>				
6		On structural steel surfaces	t	8,28		
		<u>PAINTWORK ETC. TO PREVIOUSLY PAINTED SURFACES</u>				
		<u>ON FLOATED PLASTER SURFACES</u>				
		<u>One coat primer and two coats quality PVA emulsion paint</u>				
7		On internal walls	m2	1899		
8		On external walls	m2	2874		
9		On partitions	m2	20		
		<u>One coat primer and two coats enamel paint</u>				
10		On internal walls	m2	0		RATE ONLY

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ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11		On external walls	m2	0		RATE ONLY
12		On partitions	m2	0		RATE ONLY
		<u>ON SMOOTH CONCRETE</u>				
		<u>One coat bonding liquid and two coats interior quality PVA emulsion paint</u>				
13		On power floated floors	m2	102		
		<u>ON INTERNAL GYPSUM PLASTER SURFACES</u>				
		<u>One coat primer and two coats quality PVA emulsion paint</u>				
14		On ceilings and cornices	m2	630		
		<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
		<u>One coat primer and two coats quality Enamel paint</u>				
15		On fascia's and barge boards	m2	116		
		<u>ON METAL SURFACES</u>				
		<u>One coat oxide primer and two coats enamel paint</u>				
16		On doors	m2	204		
17		On windows with burglar bars	m2	195		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18		On gates, grilles, burglar screens, balustrades, etc. (both sides measured over the full flat area)	m2	204		
19		On palisade fencing	m2	126		
20		On handrails	m	7		
		<u>One coat oxide primer and two coats enamel black paint</u>				
21		On 100 x 75mm aluminium downpipes	m2	46		
22		On 150 x 150mm eave box gutters	m2	222		
		<u>ON WOOD SURFACES</u>				
		<u>One coat "Plascon", one coat wood primer with an over coating of 16 hours and two coats semi-gloss satin sheen PU enamel paint</u>				
23		On doors	m2	85		
24		On tongue and grove timber ceilings	m2	147		
		<u>Three coats superior quality polyurethane suede varnish</u>				
25		On doors	m2	35		
26		On timber lath ceilings	m2	251		
27		On timber laths	m2	14		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 2</u>				
		<u>BILL NO 14</u>				
		<u>EXTERNAL WORK</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>THE FOLLOWING IN PAVING</u>				
		<u>EARTHWORKS</u>				
		<u>Site clearance</u>				
1		Digging up and removing, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth and prepare surfaces to receive new paving (new measured elsewhere)	m2	153		
2		Stripping average 150mm thick layers of topsoil and stockpiling on site	m2	246		
		<u>Filling supplied by the contractor under parking areas, roadways, etc.</u>				
3		Base course of 150mm Thick layer of G5 material compacted to 95% Mod AASHTO	m3	37		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>Extra over all excavations for carting away (no allowance made for increase in bulk)</u>				
4		Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m3	19,64		
		<u>MASONRY</u>				
		<u>Paving of cement or clay paving bricks (PC amount of R200.00/m² for supply and delivery) with butt joints on 50mm thick river sand bed with sand and cement mixture swept into joints and hosed down including preparation of ground or filling:</u>				
5		Paving in stretcher bond	m2	245,5		
6		110mm Wide brick-on-end edging on 50mm thick mortar bed	m	354		
		<u>THE FOLLOWING IN PAVILION STAIRS, RETAINING WALLS AND RAMPS</u>				
		<u>EARTHWORKS</u>				
		<u>LAYER WORK</u>				
		<u>Earth filling obtained from the excavations and/or prescribed stockpiles on site compacted to 98% Mod AASHTO density:</u>				
7		Under floors, steps, paving's, etc.	m3	183		

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>Soil insecticide</u>				
8		To bottoms and sides of trenches etc.	m2	132		
		<u>Re fixing of removed paving bricks in stretcher bond</u>				
9		Paving to treads and risers	m2	43		
		<u>CONCRETE, FORMWORK & REINFORCEMENT</u>				
		<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
		<u>25MPa/19mm concrete</u>				
10		Strip footings	m3	3		
11		Ramps behind pavilion stairs	m3	6		
		<u>CONCRETE SUNDRIES</u>				
		<u>Finishing top surfaces of concrete smooth with a wood float</u>				
12		Surface beds, slabs, etc to falls	m2	27		
		<u>MOVEMENT JOINTS ETC</u>				
		<u>Expansion joints with "Jointex" or equivalent between concrete and brick surfaces:</u>				

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13		10mm Joints not exceeding 300mm high	m	9		
		<u>REINFORCEMENT</u>				
		<u>Mild steel reinforcement to structural concrete work</u>				
14		Various diameter bars	t	0,24		
		<u>Fabric reinforcement</u>				
15		Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	80		
		<u>MASONRY</u>				
		<u>SUPERSTRUCTURE</u>				
		<u>Brickwork of NFP bricks in class II mortar</u>				
16		One brick walls	m2	55		
		<u>2,5mm Galvanised brick reinforcement</u>				
17		150mm Wide reinforcement built in horizontally	m	162		
		<u>EXTERNAL PLASTER</u>				
		<u>Cement plaster wood floated, on brickwork</u>				
18		On walls	m2	55		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>PAINTWORK</u>				
		<u>ON FLOATED PLASTER SURFACES</u>				
		<u>One coat primer and two coats quality PVA emulsion paint</u>				
19		On external walls	m2	55		
		Carried Forward to Summary of Section No. 2				R
BILL NO		<u>SECTION SUMMARY - BUILDERS WORK</u>				AMOUNT
1		Alterations				R
2		Masonry				R
3		Waterproofing				R
4		Roof coverings, cladding, etc.				R
5		Carpentry and joinery				R
6		Floor Coverings, Plastic Linings, etc.				R
7		Ironmongery				R
8		Structural Steelwork				R
9		Metalwork				R
10		Plastering				R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11		Plumbing and Drainage				R
12		Glazing				R
13		Paintwork				R
14		External Work				R
		Carried to Final Summary				R
		<u>SECTION 3</u>				
		<u>BILL NO 1</u>				
		<u>PROVISIONAL SUMS</u>				
		<u>PREAMBLES</u>				
		For preambles see "General Preambles for Trades 2017"				
		<u>General</u>				
		Contractor to include profit and attendance to the provisional sums amounts which will be adjusted as per clause 26.9.3 of the JBCC 6.2				
		<u>ELECTRICAL INSTALLATION</u>				
1		Allow the amount of R 25 000.00 (Twenty five thousand Rand) for Electrical installation	Item	1	R25 000,00	R25 000,00

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2		Allow for profit	%			R
3		Allow for attendance	%			R
		<u>SIGNAGE</u>				
4		Allow the amount of R 5 000.00 (Five thousand Rand) for Signage	Item	1	R5 000,00	R5 000,00
5		Allow for profit	%			R
6		Allow for attendance	%			R
		<u>FIRE INSTALLATION</u>				
7		Allow the amount of R70 000.00 (Seventy thousand Rand) for Fire installation requirements	Item	1	R70 000,00	R70 000,00
8		Allow for profit	%			R
9		Allow for attendance	%			R
		<u>REMOVAL AND REHABILITATION OF VEGETATION</u>				
10		Allow the amount of R50 000.00 (Fifty thousand Rand) for Removal and rehabilitation of vegetation.	Item	1	R50 000,00	R50 000,00
11		Allow for profit	%			R
12		Allow for attendance	%			R
		<u>ADDITIONAL OHS REQUIREMENTS</u>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13		Allow the amount of R30 000.00 (Thirty thousand Rand) for any additional OHS requirements as required by the Employer.	Item	1	R30 000,00	R30 000,00
14		Allow for profit	%			R
15		Allow for attendance	%			R
		Carried to Final Summary				
		SECTION 4				
		BILL NO 1				
	SANS 1200D	EARTHWORKS - SITE PREPARATION				
	8.3.1	Site Preparation				
1	8.3.1a	Clear and strip site.	m2	352		
	8.3.2	Bulk excavation				
	8.3.2.1	<u>Excavate in all materials and use for backfill:</u>				
2	8.3.2.1f	Cut to stockpile, available to fill	m3	253		
	8.3.2.2	<u>Extra over bulk excavation for:</u>				
3	8.3.2.2b	Hard rock excavation.	m3	13		
	PSD 8.3.2	Preparation and compaction of in-situ material:				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4		Rip soil to a depth of 150mm and recompact to 95% MOD AASHTO density.	m2	174		
	SANS 1200D 8.3.6	Additional lateral support				
5	8.3.7	Additional lateral support between the boundary wall and excavation, if ordered	SUM	1		
	8.3.8	<u>Location and exposing existing services</u>				
	8.3.8.1	<u>Hand excavation for locating and exposing existing services:</u>				
6	8.3.8.1b	In all other areas	m3	13		
	8.3.8.3	<u>Services at risk because of construction of earthworks</u>				
7	8.3.8.3c	Temporary protection of wet services.	SUM	1		
		Carried Forward to Summary of Section No. 2				R
		<u>SECTION 4</u>				
		<u>BILL NO 2</u>				
	SANS 1200DK	GABIONS AND PITCHING				
	8.2.1	<u>Surface Preparation for Bedding of Gabions</u>				

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	8.2.1a	300mm Thick rockfill layer constructed at the instruction of the engineer where unsuitable founding conditions are found, compaction to continue until interlock in the layer is obtained.	m2	174		
	8.2.2	Gabions				
	8.2.2.1	<u>Class A gabion boxes of galvanized wire:</u>				
2	8.2.2.1a	50 x 50 mm welded mesh, 3 mm dia wire, 1500 x 1000 x 1000mm high boxes.	m3	392		
	8.2.2.3	<u>Class A gabion reno mattresses of galvanized wire, up to 0,3 m deep:</u>				
3	8.2.2.3a	50 x 50 mm welded mesh, 3 mm dia wire, 6000 x 2000 x 500 mm high boxes.	m3	60		
4	8.2.2.3a	50 x 50 mm welded mesh, 3 mm dia wire, 6000 x 2000 x 300 mm high boxes.	m3	18		
	8.2.4	Geotextile or membrane.				
5	8.2.4a	Geofabric grade A4 or similar approved.	m2	409		
6	8.2.4a	BIDIM Geofabric Kaytech Grade A4 or similar approved to be placed under 300mm layer of rockfill with a 300mm overlap between roll sections. BIDIM to be used where specified by engineer.	m2	197		
		Carried Forward to Summary of Section No. 2				R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	PAY REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO		<u>SECTION SUMMARY - CIVIL WORKS</u>				AMOUNT
1		SANS 1200 - D (Earthworks)				R
2		SANS 1200 - DK (Gabions and Pitching)				R
		Carried to Final Summary				R
SECTION NO		<u>FINAL SUMMARY</u>				AMOUNT
1		PRELIMINARIES				R
2		BUILDERS WORK				R
3		PROVISIONAL SUMS				R
4		CIVIL WORKS				R
		Sub Total				R
		Value Added Tax (15%)				R
		Total carried to form of offer and acceptance				R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



DESCRIPTION	PRICE
Preliminaries & General	R
Building Works	R
Provisional Sums	R.....
Civil Works	R.....
Total	R
Plus: 10% Contingencies	R
Sub-Total (Excl. VAT)	R
Plus: 15 % VAT	R
TOTAL TENDER AMOUNT	R



27. 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.

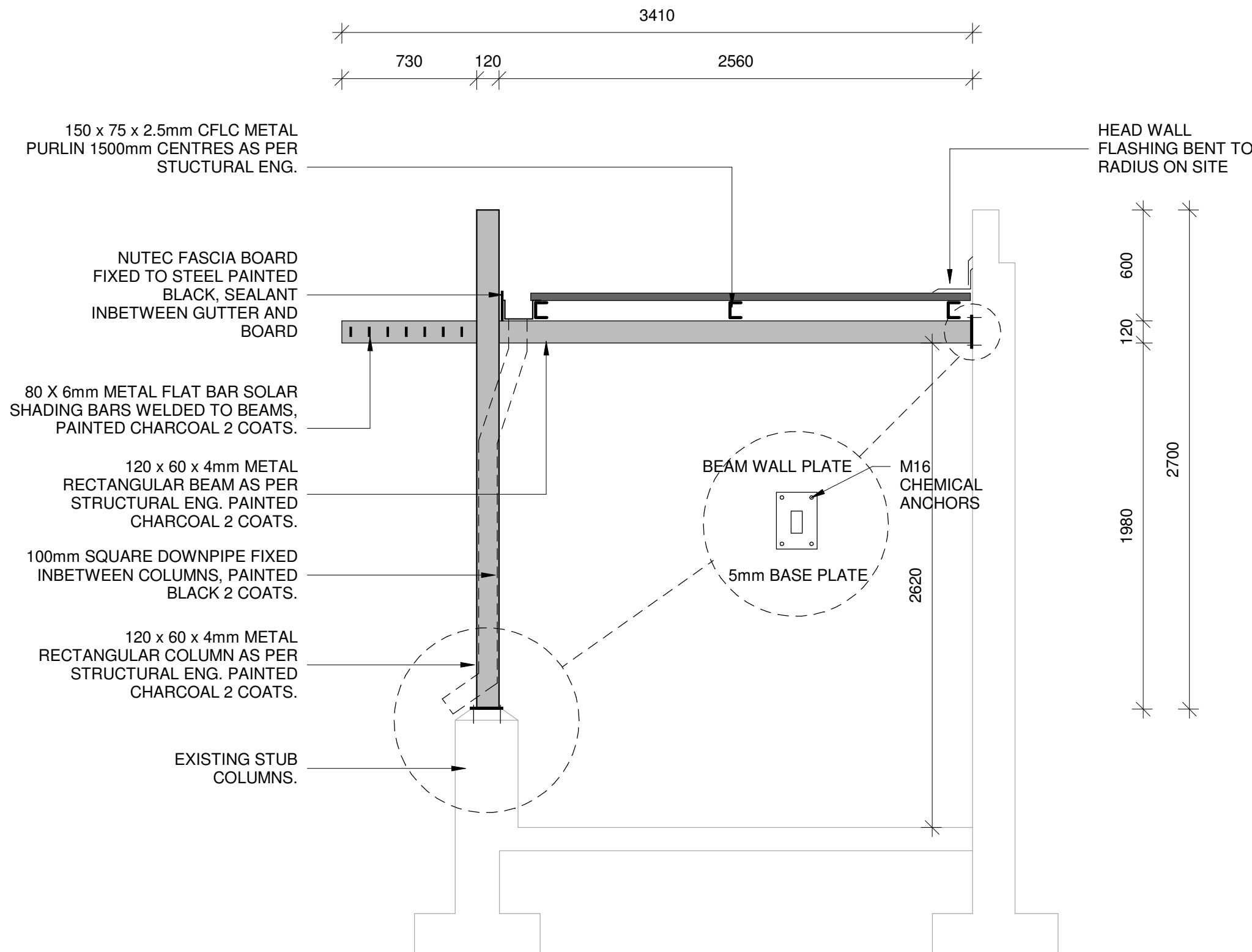
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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.

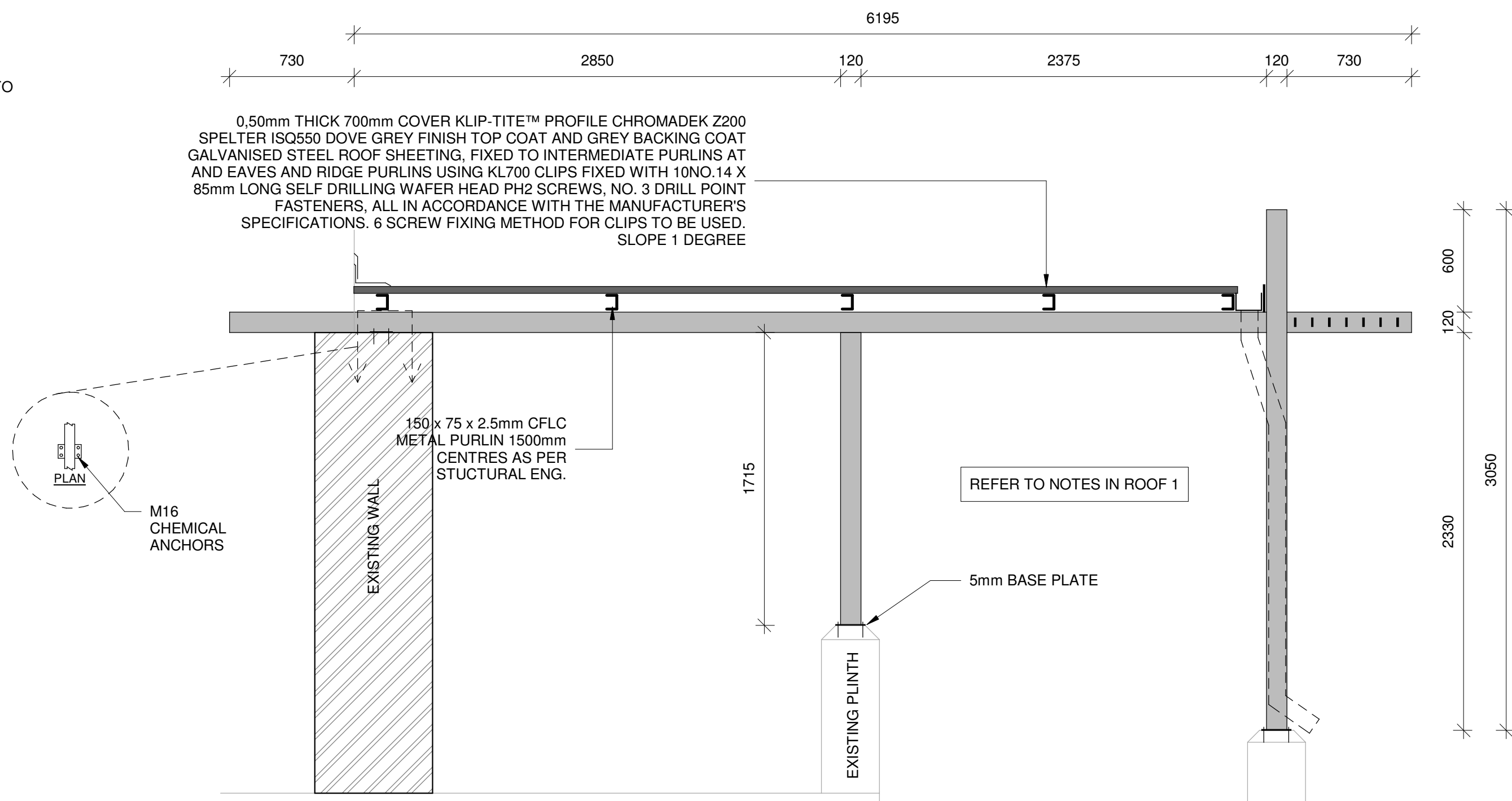
I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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



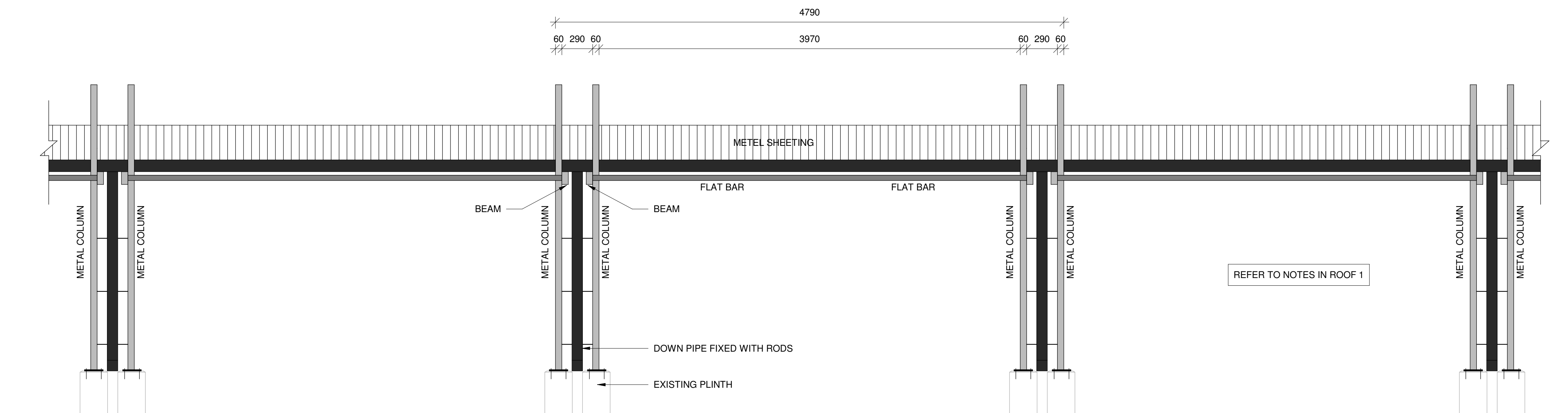
TYPICAL FORMAL KIOSK CANOPY SECTION

1:25



TYPICAL INFORMAL KIOSK CANOPY SECTION

1:25



TYPICAL CANOPY FRONT ELEVATION

1:25

NOTE:

ALL DIMENSIONS TO BE DETERMINED ON SITE PRIOR TO MANUFACTURING.

P20142-TN-03-ARC-100 DBEC-MRPRO-09-06



LEGEND

TENDER

Rev	Date	Description of changes	By
A	14-06-2021	ISSUED FOR TENDER	RG

REVISIONS

Client



Consultant



APPROVED SACAP: 21362

THE MASTER HELD AT DELTA BUILT ENVIRONMENT CONSULTANTS BEARS THE ORIGINAL SIGNATURE OF APPROVAL

DocuSigned by:
Marel Kimoto
0803669152P412
SIGNATURE M. KIMOTO 14-06-2021
NAME DATE

Project

UPGRADE OF KAYAMANDI CORRIDOR BUILDING

Project Description

TYPICAL INFORMAL & FORMAL KIOSK CANOPY DESIGN

Drawing Title

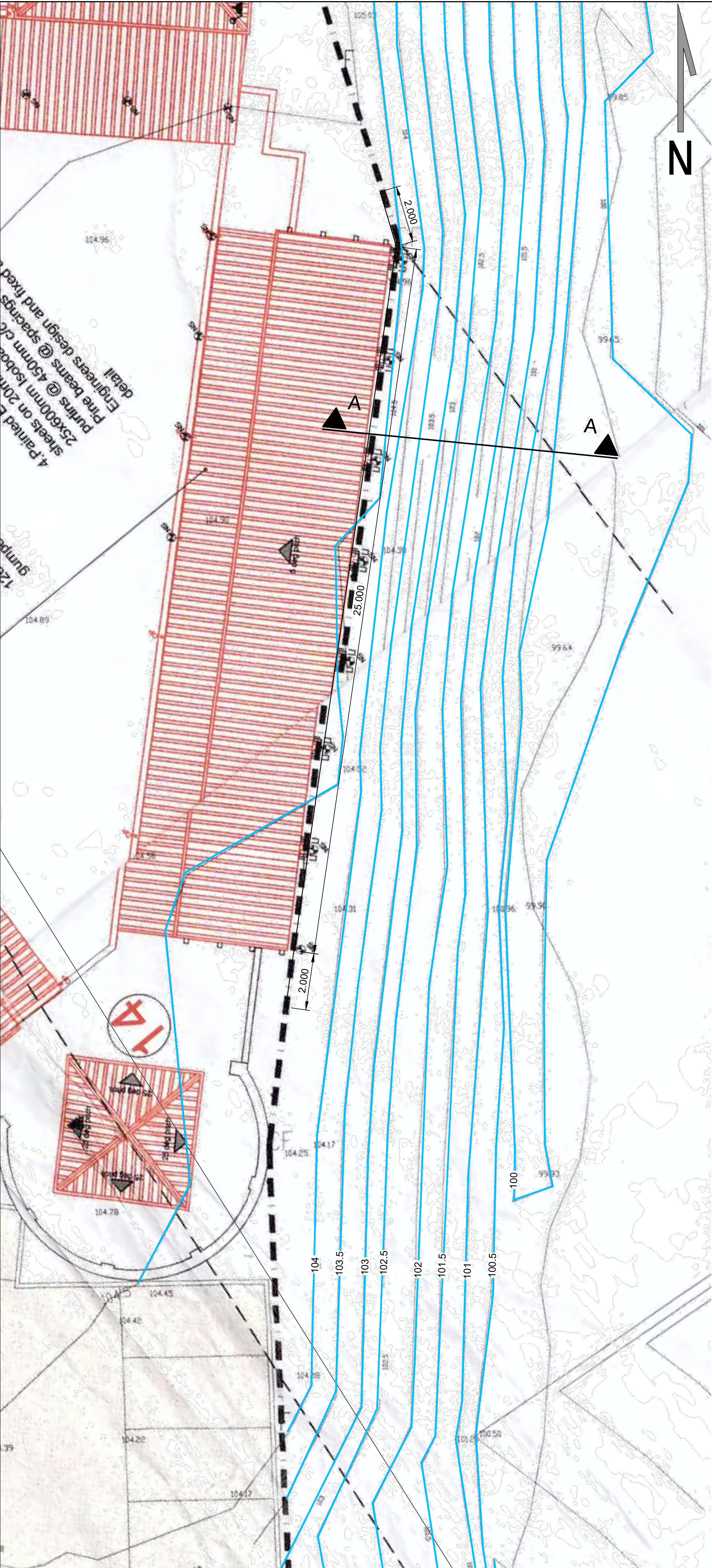
TYPICAL CANOPY SECTION & ELEVATION

Drawing Units MILLIMETERS Drawing Size A1

Date JUNE 2021 Scale 1 : 25 Designed by R. GROBLER

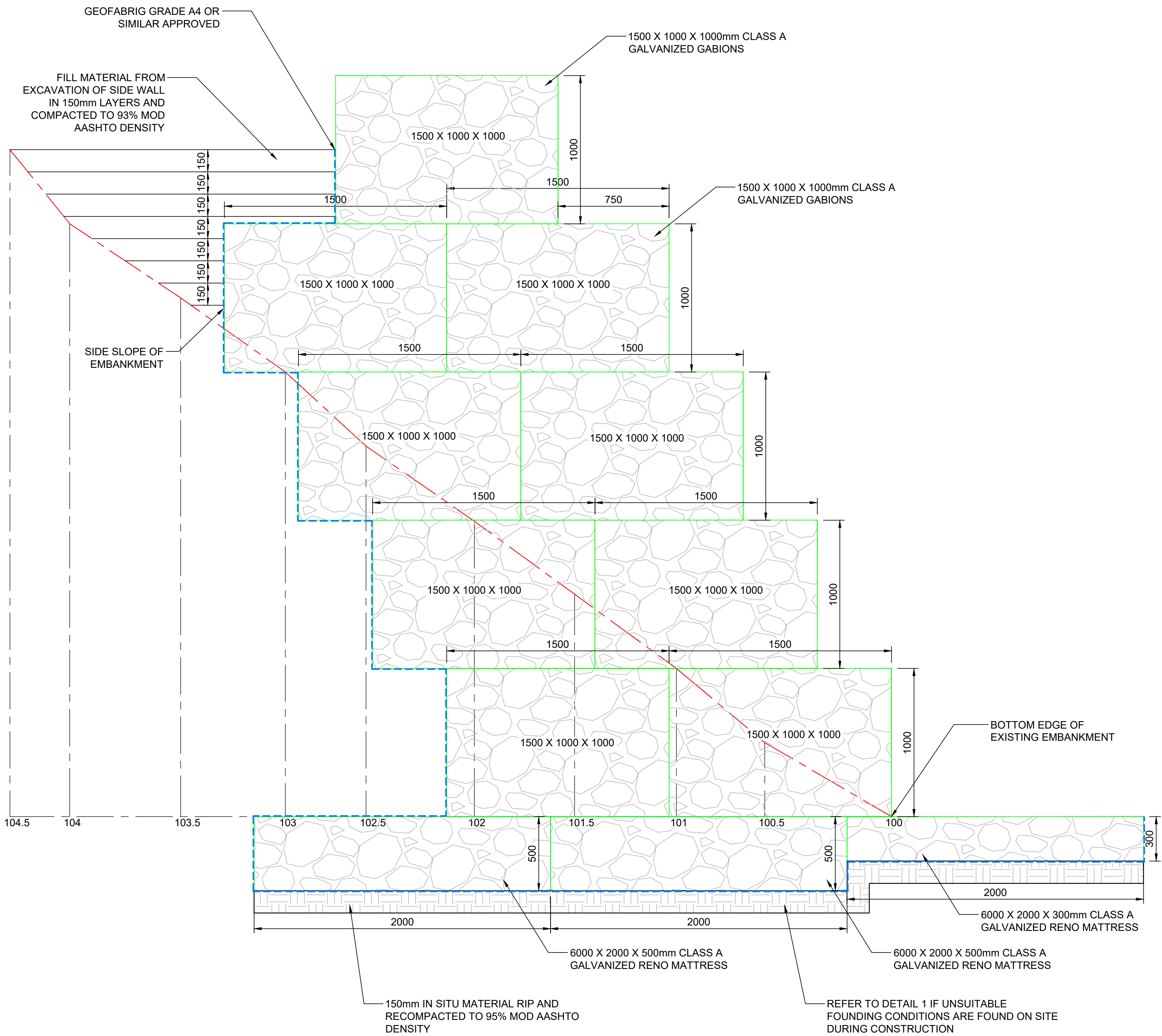
Checked by N. POXON Drawn by R. GROBLER Approved by M. KIMOTO

Drawing No. P20142-TN-03-ARC- 100 Rev. A

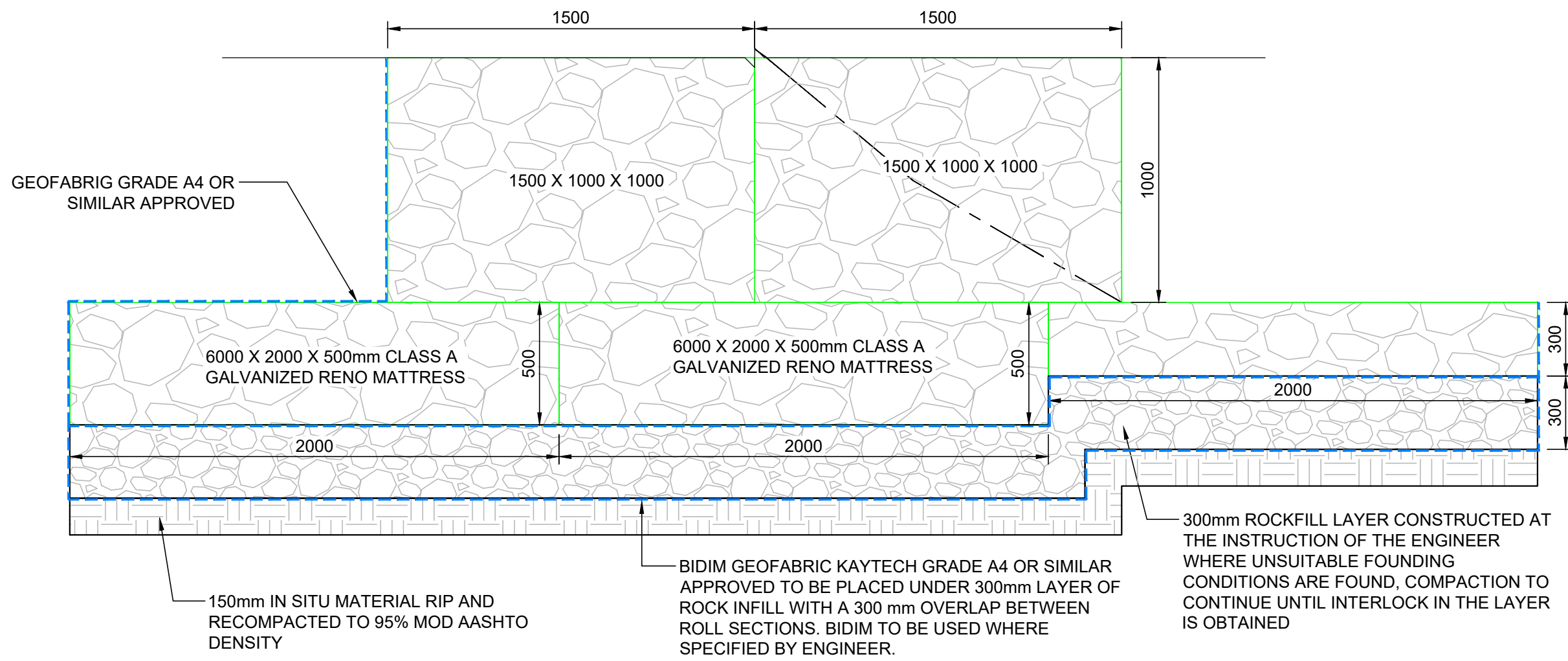


SITE LAYOUT
SCALE 1:100

PROPERTY BOUNDARY



SECTION A - A
SCALE 1:20



DETAIL 1
SCALE 1:20

Cad File Name: P20142-CC-02-EW-001-REV a_RETAINING WALL LAYOUT DBEC-MRPRO-09-06



LEGEND:

CONCEPT

Rev	Date	Description of changes	By
a		ISSUED FOR APPROVAL	GM

REVISIONS

Client

Consultant

P O BOX 35703 MENLO PARK 0102 TEL: +27-12-368-1850 FAX: +27-12-348-4738

APPROVED	PR ENG: 20160558
THE MASTER HELD AT DELTA BUILT ENVIRONMENT CONSULTANTS BEARS THE ORIGINAL SIGNATURE OF APPROVAL.	
SIGNATURE: G MULLER	14-07-2021
NAME:	DATE:

Project
KAYAMANDI CORRIDOR

Project Description
TOURISM & ECONOMIC CORRIDOR ON ERF NO 1771 KAYAMANDI

Drawing Title
RETAINING WALL LAYOUT AND DETAILS

Drawing Units	METRES	Drawing Size	A1
Date	JULY 2021	Scale	AS SHOWN
Designed By	N POXON	Checked By	G MULLER
Drawn By	R HURD	Approved By	G MULLER
Drawing No.	P20142-CC-02-EW-001	Rev	a