



BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 131/25: PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER VALLEY, STELLENBOSCH.

TENDER NUMBER: B/SM 131/25

DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER VALLEY, STELLENBOSCH.

CLOSING DATE: 21 July 2025

CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.

INFORMATION:

Tender Specifications: Bernabe De La Bat at 021 808 8653 : e-mail: Bernabe.delaBat@stellenbosch.gov.za

SCM Requirements: Renae Bergstedt at 021 808 8588 : e-mail: Renae.Bergstedt@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on 02 July 2025, at 10:00, in the Planning Boardroom on the 2nd floor of the NPK Building, Stellenbosch Municipality, corner of Ryneveld and Plein Street. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant

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

Sealed Tenders, with “**B/SM 131/25: PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER VALLEY, STELLENBOSCH.**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level of contribution	10
Locality	10
Total points for Price, B-BBEE and Locality	100

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

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

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 312.00 per document.

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 131/25: DIE VOORSIENING VAN PROFESSIONELE DIENSTE VIR DIE OPSTEL VAN 'N PLAASLIKE RUIMTELIKE ONTWIKKELINGSRAAMWERK (PROR) VIR DIE DWARSRIEVALLEI, STELLENBOSCH.

TENDER NOMMER: **B/SM 131/25**
BESKRYWING: **Die voorsiening van professionele dienste vir die opstel van 'n Plaaslike Ruimtelike Ontwikkelingsraamwerk (PROR) vir die Dwarsriervallei, Stellenbosch.**
SLUITINGSDATUM: **21 Julie 2025**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

Tender spesifikasies: Bernabe De La Bat by 021 808 8653: e-pos: Bernabe.delaBat@stellenbosch.gov.za

Vkb vereistes: Renae Bergstedt by 021 808 8588: e-pos: Renae.Bergstedt@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op 02 Julie 2025 om 10:00 in die komiteekamer van die departement Ontwikkelingsbeplanning, 2^{de} vloer, NPK gebou, hoek van Ryneveld - en Pleinstrate, Stellenbosch. Tendersaars wat versuim om die verpligte inligtingsessie by te woon, sal as nie-nakoming beskou word.

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

Verseëde tenders duidelik gemerk: **"B/SM 131/25: Die voorsiening van professionele dienste vir die opstel van 'n Plaaslike Ruimtelike Ontwikkelingsraamwerk (PROR) vir die Dwarsriervallei, Stellenbosch."** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en Ligging	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) 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 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, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 312.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 131/25

**PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL
SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER
VALLEY, STELLENBOSCH**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 77):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES <input type="checkbox"/>	NO <input type="checkbox"/>

DATE: JUNE 2025

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Bernabe De La Bat
Spatial Planning

Tel. Number: **021 808 8653**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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*terugbetaalde tenderdeelnamefooi van **R 312.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 131/25	CLOSING DATE:	21 July 2025	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER VALLEY, STELLENBOSCH.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. NAME, SURNAME AND SIGNATURE OF BIDDER	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance: SCM	CONTACT PERSON	Bernabe De La Bat
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8653
TELEPHONE NUMBER	021 808 8408	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	Bernabe.delaBat@ Stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

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



3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

- 2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:



-
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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



20. Subcontracts

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

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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



26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES

NB:

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Locality	10
Total points for Price and BBEE (must not exceed 100)	100

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

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

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at



any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

4. POINTS AWARDED FOR PRICE

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

or

90/10

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

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

or

90/10

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

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

(b) Promotion of enterprises located in the municipal area (WCO24) .



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

B-BBEE Level of Contributor	Status	Number of Points for 80/20 Preference System	Number of Points for 90/10 Preference Points System
1		20	10
2		18	9
3		16	8
4		12	5
5		8	4
6		6	3
7		4	2
8		2	1
Non-compliant contributor		0	0

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

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



6. BID DECLARATION

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

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES		NO	
-----	--	----	--

Business Address -

.....

.....

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

SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.2.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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



OR		
Any EME		
Any QSE		

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

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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

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



PLEASE COMPLETE IN FULL TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the



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Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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

10. 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:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



13. 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.

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14. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



15. SPECIFICATIONS

PROVISION OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) PLAN FOR THE DWARS RIVER VALLEY, STELLENBOSCH

1. INTRODUCTION:

- 1.1 The Stellenbosch Municipality's Department: Development Planning, within the Directorate: Planning and Economic Development, seeks to procure the services of a suitable and experienced service provider to compile a Local Spatial Development Framework (LSDF) for the Dwars River Valley (hereinafter referred to as "the study area"), located within the Stellenbosch Municipality (hereinafter referred to as "the Municipality"), in terms of Section 9 of the Municipality's By-law on Municipal Land Use Planning, 2023.

2. BACKGROUND:

- 2.1. One of the legislated spatial planning system tools is a Local Spatial Development Framework (LSDF). The primary mandate and focus of an LSDF is to ensure the implementation of the broader strategic spatial objectives (as reflected in the Municipality's Amended Municipal Spatial Development Framework [MSDF], 2023) at the local level. These plans thus serve as a means for the planning system to incentivise development in a way that meets a whole range of locally specific policy objectives while ensuring the localisation and implementation of these spatial objectives within a predefined geographically smaller area. Each of these predefined local areas requiring an LSDF will vary based on the specific context and local issues. Accordingly, the LSDF should contain sufficient detail to:

- Provide detailed spatial planning guidelines for the desired patterns of land use within the precinct for implementation.
- Provide more detail with respect to a proposal provided for in the municipal spatial development framework.
- Meet specific land use planning needs.

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- Provide detailed policy and recommended development parameters for land use planning.
 - Provide detailed priorities in relation to land use planning and, insofar as they are linked to land use planning, biodiversity, and environmental issues.
 - Guide decision-making on land use applications.
 - Set out a clear implementation plan which outlines and identifies specific arrangements for prioritising, mobilising, sequencing and implementing public and private infrastructural and land development investments, and the associated costs.
- 2.2. Depending on the level of complexity and scale concerned, an LSDF should be conducted over a period of 8 – 10 months.

3. **PROJECT DESCRIPTION:**

- 3.1. The LSDF for the study area, must apply the Development Principles set out in Section 7 of the Spatial Planning and Land Use Management Act, 2013 and meet the minimum content requirements as set out in Section 9 of the Municipality's By-law on Municipal Land Use Planning, 2023 and Part 5 of the SDF Guidelines, 2017 (compiled by the Department: Rural Development & Land Reform).
- 3.2. The LSDF report for the study area must consist of the following sections:
- 3.2.1. **Executive Summary**
 - 3.2.2. **Introduction:** Purpose, background, and process followed to compile the LSDF.
 - 3.2.3. **Policy context:** Summary of the key policy directives, guiding principles, and directives.
 - 3.2.4. **Precinct context:** Provide a strategic spatial analysis on the biophysical, socio-economic, and built environment contexts. Provide a summary/synthesis of the precinct's current context, spatial challenges,

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opportunities, constraints, risks and the spatial statement of the role of the precinct. Including the provision of some precedent and best practice examples which illustrate how these issues have been solved elsewhere and/or advantage taken of the opportunities.

3.2.5. **Spatial proposals:** Spatial vision, concept, and strategies provided in diagrams, explanatory texts, and associated maps.

3.2.6. **Guidelines:** Policies and guidelines to support land use, landscape, density, built form and so forth as relevant to the specific themes.

3.2.7. **Focus area plans:** Identify and develop detailed proposals of focus areas for implementation within the overall defined study area.

3.2.8. **Implementation framework/matrixes:** Identify and provide the preconditions and requirements for implementation of the focus areas, which should include the identification of specific arrangements for prioritising, mobilising, sequencing and implementing public and private infrastructural and land development investments, and the associated costs. Implementation targets and monitoring and evaluation requirements.

3.3. The LSDF must align to the Municipality's Amended Integrated Development Plan (IDP) (2023), the Municipality's Amended MSDF/Capital Expenditure Framework (CEF) (2023), and neighbouring municipal SDFs.

3.4. The compilation of the LSDF should emphasise ensuring alignment with current plans, as well as addressing any gaps that may have been identified in the current Amended MSDF. To achieve this, most of the work should be on the proposals and implementation sections. Sections 4 and 5 below provide the delineation of the study area and the key areas within the study area which require specific attention.

3.5. The process for the preparation of the LSDF, inclusive of public participation, should adhere to the provisions contained in the Municipality's By-law on Municipal Land Use Planning, 2023. The public participation process must take appropriate steps to ensure that reasonable means have been implemented to engage with interested and affected parties in a manner

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that enables their participation, taking into consideration the needs of people with disabilities, people who may be illiterate, women, and the youth.

4. THE STUDY AREA

4.1. The Dwars River Valley is divided into three broader character areas that are based on their common elements:

- **The Delta:** This is a relatively flat floodplain area, where the Dwars River merges with the Berg River, separated from the rest of the valley by the R45.
- **The Rhodes Fruit Farms Area:** Located roughly in the middle of the valley, this area marks where the R310 (Helshoogte Road) begins its descent towards the Berg River floodplain from Pniel. This area is flanked by Jouberts Peak and Hutchinson Peak, forming a natural gateway to the valley.
- **Banghoek:** Situated in the upper reaches of Simonsberg and Jonkershoek, this area was once a dense, danger-filled forest on the route to the Berg River Valley. Peaks such as Botmaskop, Joubert Peak, Bullerskop and Dragoon Peak dominate the landscape.
- The valley's development is deeply intertwined with its agricultural potential, exceptional scenic beauty, cultural history and environmentally rich setting, all of which have influenced the growth of its villages. Presently, there are four (4) rural settlements, namely, Kylemore, Johannesburg, Pniel, and Languedoc, while the Boschendal Estate takes up extensive portions of the surrounding rural and agricultural land.
- **Groot Drakenstein** is located at the intersection of the R310 to Stellenbosch and the R45 between Franschhoek and the N2. The area features a mix of industrial land uses (pallet factory, canning factory, food preparation factory), vacant industrial land, office spaces,

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community facilities (police station, clinic), agricultural land, residential dwellings, a rail station and sheds, as well as vacant and uncultivated land. The Boschendal landholding south of the R45 has generated various development proposals in the past 15 – 20 years for a new rural village, and the extensive planning should also be considered in the context.

- The valley is of significant historical and social importance. Renowned for its wine and culinary attractions, the area has become an essential part of the Stellenbosch Wine Route, offering a diverse range of experiences.
- 4.2. The study area has been defined in Figure 36 (p. 93) of the Municipality's Amended MSDF/CEF 2023. It is crucial to note that no plans or studies should extend beyond or contradict this approved policy, and the approved urban edges must be maintained.

5. FOCUS AREAS TO BE CONSIDERED AND ADDRESSED IN THE STUDY AREA

- 5.1. Several development challenges have been identified and are summarised as follows:
- **Valley Vision and Character:** The LSDF should consider the vision for the study area as a functioning entity consisting of the existing individual villages, each with its own distinct character. The new village planned at Groot Drakenstein with the inclusion of Meerlust and Allee Bleue, the extensive agricultural land in the valley, the significant natural environment cradling the valley and having regard to the cultural history of the area.
 - **Development Pressure on Agricultural Land:** The considerable development pressure on agricultural land outside of the urban edges threatens to blur the distinction between the character and function of agricultural land, built-up urban areas, and the natural environment. It is thus critical that the LSDF refines the extent of the current urban edges with a view to forming a clear and logical edge for urban development while preserving agricultural land and retaining the character of the surrounding area. The refinement of the urban edges must ensure that, firstly, it serves to effectively contain urban development whilst,

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secondly, it allows and provides for adequate space to provide for the needs of the community in each of the villages.

- **Rural Open Space System:** Investigate, determine and establish a rural open space system based on the natural features and character of the area to link all the settlements, areas of local interest and tourist interest in the valley. Particular attention must be given to the Dwars River and embankments as well as mountain slopes. The rural open space system must consider including the provision of recreational outdoor functions.
- **Inter-nodal Movement and Transport:** Investigate and determine appropriate inter-nodal movement preferences and focus on NMT and public transport between the villages as well as between the main service towns of Stellenbosch and Franschhoek, particularly as it relates to a regular and cost-effective public transport to Franschhoek and Stellenbosch. Access to, safety of, and affordability of public transport. The concern relates to the following:
 - Parameters of the Department of Health and the Department of Education (schools) in terms of the distance between services and the provision of transport (school bus system), which leaves the elderly and children vulnerable to accessing education and health services.
 - The road (R301- Helshoogte road) through Pniel is a provincial road, making interventions by the Municipality difficult to promote the safety of children and the elderly who have to cross the road to go to school, whether this is from their homes or from a bus/taxi stop.
 - Access to Franschhoek and Stellenbosch through inter-nodal movement should also consider utilising historical movement trends and patterns, i.e. the historical wagon route.
- **Gentrification and Affordable Housing:** The study area is considered “high-value” due to the exceptional attractiveness of the area and the relative affordability of land. This resulted in many development challenges that are experienced in the form of gated, up-market development on vacant land within the rural villages as well as on agricultural surroundings (outside of the urban edges). These developments cater largely for new residents of the valley

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and not necessarily to the existing residential demand. The greatest need for residential development currently is affordable and for subsidy housing, particularly around Lanquedoc, but also within the individual settlements. There is growing concern that the development taking place is fuelling gentrification, leading to spatial fragmentation in communities. The LSDF should thus identify appropriate land for a range of housing types, typologies, income groups, and identify and demarcate areas targeted for supporting/promoting specific types of uses or development or alternatively, excluding any or all types of further development/uses.

- Tourism related development:** Significant development pressure is experienced on the agricultural land in the study area for the development of extensive tourist facilities, guest accommodations, retreats/spas and other developments related to the wine industry as well as the natural environment putting the agricultural land as well as the rural character of the study area at risk. The LSDF must address and determine the character of tourist facilities to be supported in nature, extent, and scale that would characterise the study area as a unique destination of the winelands, inclusive of tourist facilities that should not be pursued/ supported. This investigation should propose and establish viable thresholds of development footprints/bulk to curb the over-development of farms to ensure the preservation of the rural character of the study area and to mitigate the impact of such development. This must include measures and proposals for the treatment of landscaping for tourist facilities/farmsteads, beautification, and associated infrastructure, e.g. lights and light pollution in the study area.
- Economic Development:** Villages in the study area are mainly residential in nature and dependent on the agricultural and tourist activities surrounding the villages. Adequate and appropriate employment opportunities are few, and many of the residents are employed on farms and in surrounding towns and cities. Although the R310 passes through the villages with the exception of Kylemore, towards Franschhoek and Paarl, there is currently little benefit to the residents and businesses from the passing traffic. The LSDF must investigate the barriers to unlocking and activating appropriate economic development to benefit the residents of these villages and provide employment opportunities.

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The role of the Municipality, tourism and other institutions in assisting in the economic rejuvenation must be explored.

- **Provision of Social Facilities:** Socio-economic conditions in some parts of the study are dire due to various factors such as unemployment, unskilled labour and various other factors that need to be determined by the investigation. The current provision of social facilities such as schools, clinics, libraries, sports facilities, etc., must be compared with the CSIR's Guidelines for the Provision of Social Facilities (August 2012). The LSDF must consider the provision of social facilities to the CSIR standard and identify suitable land for such facilities.

6. **PROJECT DELIVERABLES:**

6.1. **Project Initiation (Timeframe: Month 1)**

The inception Report is to be submitted two weeks after the appointment, inclusive of the project plan for endorsement by the Project Manager of Stellenbosch Municipality (Manager: Spatial Planning). The Inception Report should consist of the following:

- A comprehensive Project Plan sanctioned by the Project Management Team (PMT) in line with the LSDF/Precinct Plans guidelines related to phasing and deliverables, documented in the SDF Guidelines 2017 prepared by the Department of Rural Development and Land Reform. This should include meeting the various requirements as set out in SPLUMA, LUPA and this Terms of Reference, bearing in mind the project timeframe. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates, and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive Project Plan should be in line with the Bid submitted.
- A schedule of payment indicating tasks and deliverables as per the Project Plan.
- Confirmation of the Service Provider's project team.

6.2. **LSDF Deliverables (Timeframe: Month 2-10)**

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The deliverables must be submitted to the Municipality on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:

- a) A draft LSDF Status Quo Report must be submitted to the Project Management Team (PMT). This report should outline the policy framework governing the precinct area, including key directives, guidelines, and legislation. It must provide an analysis of spatial challenges, opportunities, risks, and the current context, covering land uses, settlement patterns, and infrastructure. The report should also include a socio-economic profile addressing demographics, employment, income distribution, and social services, along with an environmental assessment of risks, natural resources, and open spaces.
- b) A draft LSDF report, including the elements outlined in Section 3.2 of this document, for review by the PMT. This should incorporate feedback and be revised (with the Implementation Plan) for submission to the Council for public participation approval.
- c) A final draft LSDF (bringing all of the above together), which has gone through the prescribed public participation processes and is ready to be approved by the Council.
- d) Implementation Framework setting out the Implementation Plan, which should include implementation targets and monitoring and evaluation requirements (in line with Section 21(p) of SPLUMA, 2013)
- e) An executive summary of the final LSDF draft.
- f) Schedule of comments received on the draft LSDF and responding statements on how these comments are addressed in the final LSDF document.

6.3. Other Services

The Service Provider will be required to provide the following services associated with the process of preparing the deliverables:

- a) Preparation of draft notices to notify the public of the LSDF preparation commencement and the availability of the draft LSDF for public comment.

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- b) Attendance and scheduling of PMT meetings, including preparation and circulation of agendas, attendance registers, and minutes within five (5) working days after each meeting.
- c) Preparation of monthly progress reports as per the template provided by the Project Manager.
- d) Preparing an overview presentation on the draft Status Quo Report and draft LSDF for briefing the Council.
- e) Preparation of programmes, presentations, attendance registers, and minutes for public meetings and stakeholder engagements.
- f) Facilitation of public meetings and stakeholder engagements.
- g) Preparation of a comprehensive public participation process report recording all consultations undertaken and summarising public comments and inputs.
- h) Update of the project plan as required, including payment schedules, milestones, and deliverables.
- i) Written reports summarising all public comments and inputs, submitted to the PMT for review and feedback on the public participation process.

6.4. Project Close-Out

On completion of the project, the Service Provider must prepare a Project Close-Out Report including:

- a) An overview of the process followed.
- b) A description of the public participation process followed.
- c) An outline of the portfolio of deliverables and evidence submitted.
- d) Identify unresolved areas or issues, the reasons for these, and recommendations for future steps which took place during the LSDF compilation process.
- e) Local Spatial Development Framework: final document to be delivered in both hard copy and in the specified electronic format, including all maps and data.

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- f) The final report/document must incorporate and address all comments and input received during the public participation process.

6.5. The deliverables must be submitted to the Project Manager upon the completion of the required work on mutually agreed-upon dates. All information, presentations, maps, etc., collected during the project must form part of the final package (in both electronic and hard copy format) submitted to the Project Manager.

6.6. Technical Specifications:

- a) All reports, written documents, data, and maps generated must be submitted to the Municipality for consideration and shall be prepared in English and in both MS Word and PDF format.
- b) Reports, documents and maps shall be branded as collectively agreed.
- c) Reports, documents and maps shall be proofread and copy-edited.
- d) The reports, documentation and maps shall be supplied, electronically in an editable format for translation, updating and printing purposes.
- e) All graphics, such as maps, graphs, and images, shall be provided in both TIFF and PNG formats, with a resolution of 300 dots/pixels per inch (dpi) for graphics without text and 400 dpi for graphics with text.
- f) All GIS information and maps must be prepared using the ESRI suite of products—ArcGIS Pro®. All PDF copies, ArcGIS Pro® project files and a complete geodatabase (.gdb), including all feature classes used for analysis and map creation, must be submitted electronically to the Municipality.
- g) Electronic and/or hard copies of all agendas, minutes and attendance registers pertaining to the project.
- h) All presentations or other materials presented during any/all stages of the project must be included.

6.7. All documents and presentations that are to be submitted must be done using the Corporate Guidelines as prescribed by the Municipality.

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- 6.8. Only completed activities will be remunerated, and payment will be subject to receipt of a detailed progress report or deliverable, in line with the approved project plan and stated milestones.

7. **PROJECT MANAGEMENT, REPORTING, AND MEETINGS:**

The appointed service provider is required to report to the Project Manager (Manager: Spatial Planning), who will be responsible for the management of the project on behalf of the Municipality. Meetings will take place either in person in suitable venues of the Stellenbosch Municipality or via MS Teams. No provision is to be made for catering.

- 7.1. **Administrative Meetings** will be held throughout the process between the Lead Consultant and the Project Manager to discuss administrative matters to ensure effective service delivery and project management and adherence to contractually agreed-upon project timelines and deliverables. The service provider will submit monthly project progress reports to the Project Manager.
- 7.2. **Workgroup Meetings** to consult with municipal town planners and gain institutional memory as part of the compilation, verification and auditing process. These meetings will take place every second week or as otherwise mutually agreed to. The service provider shall be responsible for the taking, drafting, and circulation of minutes/action notes.
- 7.3. **Consultation and Stakeholder Engagement (Public participation)** will be held, and the appointed service provider must attend, facilitate, and actively participate in all required consultation and stakeholder engagement meetings. This includes engaging with municipal officials, community members, and other relevant stakeholders to ensure a participatory planning process. The service provider is responsible for preparing meeting materials, facilitating discussions, and documenting feedback to inform the Local Spatial Development Framework.
- 7.4. **Project Management Team (PMT) Meetings** will be held to assist the service provider throughout the process. The PMT will consist of the Senior Manager: Development Planning, the Senior Manager: Development Management, the Manager: Spatial Planning, the Manager: Development Information

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(GIS) and the Lead Consultant. As required, other stakeholders or municipal representatives will be invited to attend the PMT meeting. These meetings can also take the form of a workshop.

- a) The PMT will monitor the progress of the project and will actively participate in it.
- b) The PMT will discuss issues, debate proposals, and determine the direction of the project.
- c) PMT meetings will be held bi-monthly or as otherwise agreed.
- d) The Municipality will chair and facilitate these meetings.
- e) The service provider will be responsible for agendas and the taking, drafting, and circulation of minutes.

8. COMPETENCIES OF SERVICE PROVIDER:

- 8.1. The bid requires the provision of professional services, which must at least include the services of a Professional Registered Town Planner at the South African Council of Planners (SACPLAN) and a GIS Practitioner registered with the South African Geomatics Council (SAGC).
- 8.2. The Lead Consultant must be a Professional Town Planner with a minimum of ten (10) years of experience.
- 8.3. The service provider may have to employ other people to execute activities which require specific skills, whether professional and/or administrative, which must be duly listed in order to substantiate the tender and bid pricing. However, the successful service provider remains responsible for the delivery of all services, and the Municipality will not be bound by separate third-party agreements.

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- 8.4. If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement by the Municipality.
- 8.5. The service provider will have sound knowledge and proven experience in similar types of projects in a municipality within the Western Cape.
- 8.6. The project team members must be readily available and accessible for regular on-site meetings at Stellenbosch Municipality.

Minimum Required Expertise	Required Experience, Skills and Expertise	Documents / Information Required
Lead Consultant	<ul style="list-style-type: none"> Minimum of ten (10) years proven experience in the successful drafting of local spatial development frameworks. Minimum of five (5) years proven project management skills. Must be a Registered Professional Planner (SACPLAN). 	<ul style="list-style-type: none"> Name, ID No, Address, Business, Email Address, Professional registration details and number/s. A copy of the professional registration certificate of the individual with SACPLAN, indicating their registration number. List and details of similar projects managed/worked on BY THE INDIVIDUAL (clarify role in project) spanning a period of not less than 10 years, including the names and contact details of the project clients, including details of own participation in each project. (NOT a company profile.)
GIS Practitioner	<ul style="list-style-type: none"> Minimum of three (3) years proven experience working within the GIS Environment. Must be a registered GIS Practitioner with the South African Geomatics Council. 	<ul style="list-style-type: none"> Name, ID No, Address, Business, Email Address, Professional registration details and number/s. Certified true copy of the professional registration certificate of the individual with SAGC. List and details of similar projects managed/worked on BY THE INDIVIDUAL

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		(clarify role in project) spanning a period of not less than 3 years, including the names and contact details of the project clients, including details of own participation in each project. (NOT a company profile.)
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9. RESPONSIBILITY OF THE BIDDER:

9.1. The following broad roles and responsibilities apply to the Service Provider during the duration of this project:

- a) Management of the service provider team.
- b) Attend and participate in all meetings, workshops, briefing sessions, etc.
- c) Submission of all required deliverables as outlined in the Inception Report.
- d) Submission of monthly progress reports, using the prescribed template.
- e) Execution of all tasks necessary to ensure the successful completion of the project.
- f) Preparation of documents for discussion and presentation at meetings.
- g) Drafting of agendas, preparation of action notes and circulation and correction of meeting minutes.
- h) No work that is additional to the scope of this bid may be undertaken without the prior written approval of the Project Manager (Manager: Spatial Planning).

10. RESPONSIBILITY OF THE MUNICIPALITY:

10.1. The following broad roles and responsibilities apply to the Municipality during the duration of this project:

- a) Contractual and financial control.
- b) Leadership of the project and management of critical path aspects.
- c) Provision of GIS data and other relevant land use right records.

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- d) Acceptance and approval of all project deliverables.
- e) Organisation of meetings, including logistics such as issuing invitations and booking venues.
- f) Chairing and facilitation of meetings.
- g) Strategic guidance and available documentation and information throughout the process.
- h) Availability of municipal officials for scheduled meetings, with reviews and comments on all draft documents provided within agreed timelines. A minimum of 10 working days shall be allowed for the professional review of documents.

11. PROJECT OR CONTRACT PERIOD:

- 11.1. The total duration envisaged for the project is 12 months. As outlined in Sub-section 2.2 of this document, an LSDF should be completed within a period of 8 to 10 months, depending on its complexity. The remaining time will be allocated for public participation and the submission of the document to the Council for approval. Accordingly, the project proposal must specify the exact timeframe and ensure compliance with this requirement.

12. INTELLECTUAL PROPERTY:

- 12.1. Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
- 12.2. All information documents, digital/spatial information, records and books provided by the Municipality to the service provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by the service provider to any of the employees of the Municipality.

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13. DECLARATION OF CONFIDENTIALITY:

- 13.1. The service provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

14. GENERAL

- 14.1. To facilitate easier evaluation and administrative processing, bidders are requested to:
- 14.1.1. Include a checklist confirming that all required supporting documents and information have been completed and attached.
 - 14.1.2. Use interleaving, indexing, or flagging to clearly separate and identify the relevant sections of the submission (e.g. minimum competencies needed for the lead consultant, GIS specialist, etc.)
- 14.2. **Clarification Meeting:** A compulsory clarification meeting will be held on 2 July 2025 at 10:00 at NPK Building, 2nd floor, Plein Street, Stellenbosch, 7646. Tenderers who fail to attend the compulsory meeting will be regarded as non-compliant.
- 14.3. The preferential points system applied is as follows:

Price	80
B-BBEE Status Level of Contribution	10
Locality	<u>10</u>
Total Points for Price and B-BBEE	100

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16. RESPONSIVENESS OF QUALIFYING CRITERIA

15. RESPONSIVENESS OF QUALIFYING CRITERIA:

- 15.1. Responsiveness in terms of this document refers to the bidder's adherence and compliance with the requirements set out in this section in order for the Municipality to evaluate their bid.
- 15.2. This bid will be evaluated by three officials, and a score of at least 70 should be obtained by a bidder to be considered for further evaluation. Failure to achieve a score of at least 70 will result in your bid being non-responsive.
- 15.3. **Functional responsiveness:**
- a) Submission of **resumes** of project team members to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of their technical competence in relation to the project's objectives and track record of relevant expertise (number of projects) and years of experience. In order for points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work, and the number of years' experience related to the nature of the work required should be clearly indicated. Provision of documentary evidence and detailed information regarding the required professional team members must be furnished in accordance with the stated requirements WITH YOUR BID SUBMISSION, failure of which will invalidate the bid. Any member of the proposed professional team whose submitted information fails to meet any of the minimum criteria will invalidate this bid.
 - b) Outline of project **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the work, giving the stated and implied requirements, highlighting issues of

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importance and explaining the technical approach that would be adopted to address these.

- c) **Project Plan** detailing roll out of the project, including a work breakdown structure that complies with the scope of work, i.e.:
- Detailed breakdown of the various tasks, key milestones, target dates, and progress payments;
 - Schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project, as well as hourly rates; and
 - Detailed breakdown of budget and cash flows for each of the components. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements and specialist inputs. Direct costs include the cost of subsistence, travel, accommodation, photocopies, printing, data, telephone, equipment, etc.

15.4. Functional responsiveness criteria applicable for this bid:

Functionality Criteria	Description/Scoring Criteria	Weighting Factors
Interpretation of the terms of reference and quality of the methodology and project plan presented	Interpretation of the scope of work and clarity on understanding the brief and deliverables, with a clear description of what the bidder is offering to provide	60
Scope Comprehension	Excellent (15 points): Comprehensive understanding of project objectives, clear description of how deliverables will be achieved, and detailed engagement with all elements outlined in the terms of reference.	15

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	<p>Satisfactory (10 points): Adequate understanding, but lacking specificity in addressing some key elements of the scope or deliverables.</p> <p>Poor (0 points): Limited or unclear understanding, missing critical elements of the scope.</p>	
Methodology	<p>Excellent (10 points): Well-structured methodology, with innovative solutions and best practices tailored to the project needs.</p> <p>Satisfactory (6 points): Generic approach, not sufficiently customised for the specific project requirements.</p> <p>Poor (0 points): Methodology lacks coherence, with major deficiencies or misunderstandings.</p>	10
Project Planning and Stakeholder Engagement	<p>Excellent (10 points): Detailed project plan with clear milestones, timelines, and resources. Well-defined strategy for public participation and stakeholder engagement.</p> <p>Satisfactory (6 points): Basic project plan with milestones and timelines but lacks depth in resource allocation or engagement.</p> <p>Poor (0 points): Vague or incomplete project plan, unclear milestones, or missing stakeholder engagement.</p>	10
Local Relevance and Understanding	<p>Excellent (10 points): Strong understanding of local issues, cultural and environmental contexts, and tailored solutions for the Dwars River Valley.</p>	10

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	<p>Satisfactory (6 points): General understanding, not specifically tailored to local conditions.</p> <p>Poor (0 points): Weak or generic understanding of local needs.</p>	
Alignment with Municipal Goals	<p>Excellent (15 points): Clear linkage to the IDP and municipal objectives, with a strategic plan to contribute effectively.</p> <p>Satisfactory (10 points): Minimal linkage to municipal objectives, mostly generic statements.</p> <p>Poor (0 points): No clear alignment with municipal goals.</p>	15
Ability to deliver expected product within timeframes stipulated	Detailed project plan and work breakdown structure indicating tasks, resources allocated and time frames applicable, associated schedule of team members and a detailed breakdown of budget, cash flows and payment schedule	40
Detailed Project Plan and Work Breakdown Structure	<p>Excellent (20 points): Comprehensive project plan, complete work breakdown structure, clear timelines, and well-allocated resources.</p> <p>Satisfactory (13 points): Noticeable gaps, such as missing key elements in the work structure or unclear resource allocation.</p> <p>Poor (0 points): Major omissions or vague details, impacting the feasibility of the plan.</p>	20

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Resource Allocation and Budget Management	<p>Excellent (20 points): Clearly defined resources, roles, and budget, with a well-structured and transparent cost management plan.</p> <p>Satisfactory (13 points): Basic resource allocation, with some budget details unclear or incomplete.</p> <p>Poor (0 points): Vague or incomplete budget and resource allocation, lacking justification or coherence.</p>	20
	Total score:	100

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

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



17. 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.

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



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

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

Attach additional pages if more space is required.

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



19. 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)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
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Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
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)

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



20. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

	INDICATE WITH AN 'X'							
	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.

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CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE

16. PRICING SCHEDULE:

- 16.1. The Price Schedule for this contract is to be indicated as per the table below.
- 16.2. Ensure that the total of the Prices is carried to the Bid Form in this document and that the bid form is signed. Failure to do so will invalidate your tender.
- 16.3. All information given in the Scope of Work must be considered for pricing.
- 16.4. All rates and prices in the Price Schedule are to be priced EXCLUSIVE of VAT, and VAT is only added to the total of the Price column.
- 16.5. This price (Price after VAT) on this page, must be the same price on the breaking down on prices as well as your price on your company's letterhead.
- 16.6. The SACPLAN Determination of Guideline Professional Fees in terms of Section 29 of the Planning Professions Act, 2002 as published in the Government Gazette No. 44089 published on 21 January 2021 should be considered as a guideline in the pricing schedule for the Time Tariffs of Category A2 (Professional Planner) in respect of strategic/spatial planning projects for a local municipal area (as defined by SACPLAN & SAACPP).
- 16.7. Non-adherence to these conditions will automatically lead to disqualification.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Item	Unit	Quantity	Rate	Price (Quantity X Rate)
Actions in month 1 (5% of project)					
⁶ P1.1	Inception Report and Project Planning.	hours			
P1.2	LSDF document drafting: Legislative & Policy context and spatial vision directives.				
⁷ SE1.1	Inception meeting, setting up Project Steering Committee (PSC), and confirmation of objectives.				
SE1.2	Public notification of project commencement				
Actions in month 2 – 3 (15% of project)					
P2.1	LSDF document drafting, specialist reports, mapping & spatial analysis: IDP, Sector plan inputs, and analysis (biophysical, socio-economic, built contexts)	hours			
P2.2	Meeting Preparation and Documentation	hours			

⁶ This refers to the project plan item.

⁷ This refers to the sector engagements including public participation.

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CAPACITY		DATE	
NAME OF FIRM			



No	Item	Unit	Quantity	Rate	Price (Quantity X Rate)
P2.3	Monthly progress report	hours			
SE3.1	Stakeholder inputs (e.g. Focus groups)	hours			
P3.1	Meeting Preparation and Documentation	hours			
SE3.2	1 st PMT meeting	hours			
SE3.3	1 st PSC meeting	hours			
P3.2	Monthly progress report	hours			
Actions in months 4 – 6 (40% of project)					
P4.1	LSDF document drafting, specialist reports, mapping & spatial analysis: Spatial proposals	hours			
P4.2	LSDF document drafting, specialist reports, mapping & spatial analysis: Spatial strategies	hours			
SE4.1	Stakeholder input	hours			
P4.3	Meeting Preparation and Documentation	hours			
SE4.2	2 nd PMT meeting	hours			
SE4.3	2 nd PSC meeting	hours			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Item	Unit	Quantity	Rate	Price (Quantity X Rate)
P4.4	Monthly progress reports (x3)	hours			
Actions in months 7 – 10 (40% of project)					
P5.1	LSDF document drafting, specialist reports, mapping & spatial analysis: Guidelines	hours			
P5.2	LSDF document drafting, specialist reports, mapping & spatial analysis: Focus areas	hours			
P5.3	LSDF document drafting, specialist reports, mapping & spatial analysis: Composite implementation plan	hours			
P5.4	Meeting Preparation and Documentation	hours			
SE5.1	3 rd PMT meeting	hours			
SE5.2	3 rd PSC meeting	hours			
SE5.3	Advertise draft LSDF	hours			
P5.5	LSDF document drafting: Schedule & responses on	hours			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Item	Unit	Quantity	Rate	Price (Quantity X Rate)
	public inputs/comments				
P5.6	Monthly progress reports (x3)	hours			
P6.1	LSDF document drafting: Final precinct plan	hours			
P6.2	Meeting Preparation and Documentation	hours			
SE6.1	4 th PMT meeting	hours			
SE6.2	4 th PSC meeting	hours			
P6.3	Close out report	hours			
Total of items above, EXCLUSIVE OF VAT					
Add VAT @ 15%					
Provisional sum allowed for disbursements					
Total Price Offer					

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



21. 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	