



## BID NOTICE

### STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 19/26: UPGRADING OF SEWER LINES CONNECTIONS OF LAVANDA, AURORA, PHYLLARIA FLATS

TENDER NUMBER: **BSM 19/26**  
DESCRIPTION: **UPGRADING OF SEWER LINES CONNECTIONS OF LAVANDA, AURORA, PHYLLARIA FLATS.**  
CLOSING DATE: 10 November 2025  
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**  
CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 – Class of Construction Works: CIDB grading of 4CE or higher is required.

#### **INFORMATION:**

**Tender Specifications:** Thabisa Manyingiza at Stellenbosch Municipality: email: [Thabisa.Manyingiza@stellenbosch.gov.za](mailto:Thabisa.Manyingiza@stellenbosch.gov.za), Tel: 021 808 8358  
Mr. Robert Johnson at Tess Engineers: e-mail: [info@tessengineers.co.za](mailto:info@tessengineers.co.za),  
Tel: 028 492 0024

**SCM Requirements:** Renae Bergstedt at Stellenbosch Municipality: email: [renae.bergstedt@stellenbosch.gov.za](mailto:renae.bergstedt@stellenbosch.gov.za), Tel: 021 808 8588

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

**The Compulsory Clarification Meeting** will be held on 22 October 2025 at 10h00. Tender are required to meet in front of Stellenbosch Municipal Town Hall at 10h00 where attendance register will be taken and thereafter continue to the meeting venue which will be held at Lapland Stellenbosch Municipality Office, Ryneveld Street, Stellenbosch (33°55'39.0"S 18°51'39.6"E). Attendance at the compulsory clarification meeting is mandatory. Tenderers who do not attend the meeting will be regarded as non-compliant and will be disqualified.

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 19/26: **UPGRADING OF SEWER CONNECTIONS AT LAVANDA, AURORA AND PHYLLARIA APARTMENTS**" clearly endorsed on the envelope, must be deposited in the Tender Box at the offices of Stellenbosch Municipality, Town House Complex (Main Building between the Town Hall and Municipal Library), Plein Street, Stellenbosch.

Tenders not accompanied by a complete Tender document will not be considered.

The Tender Box is accessible 24 hours a day, and Tenders must be accompanied by the fully completed and signed Tender documents.

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

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

<b>Prys</b>	<b>80/20</b>
<b>B-BBEE status</b>	<b><u>10</u></b>
<b>Locality</b>	<b><u>10</u></b>
<b>Total points for Price, B-BBEE and Locality</b>	<b>100</b>

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

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

***Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R574.50 per document.***

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

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

G Mettler (Ms)

**MUNICIPAL MANAGER**

**NOTE: THE MUNICIPALITY WILL NEVER CONTACT YOU TO PAY MONEY IN EXCHANGE FOR THE AWARD OF A TENDER.**



## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 19/26 OPGRADERING VAN RIOOLLYNE VERBINDINGS BY LAVANDA-, AURORA- EN PHYLLARIA-WOONSTELLE.**

**TENDER NOMMER:** B/SM 19/26  
**BESKRYWING:** OPGRADERING VAN RIOOLLYNE VERBINDINGS BY LAVANDA AURORA- EN PHYLLARIA-WOONSTELLE

**SLUITINGSDATUM:** 10 November 2025

**SLUITINGSTYD:** 12h00: Tenders sal in die Raadsaal of die Voorsieningskanaalbestuursbestuursraadkamer oopgemaak word.

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

### INLIGTING:

**TenderSpesifikasies:** Thabisa Manyingiza at Stellenbosch Municipality: email: [Thabisa.Manyingiza@stellenbosch.gov.za](mailto:Thabisa.Manyingiza@stellenbosch.gov.za), Tel: 021 808 8358  
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Tel: 028 492 0024

**VKB Vereistes:** Renae Bergstedt at Stellenbosch Municipality: email: [renae.bergstedt@stellenbosch.gov.za](mailto:renae.bergstedt@stellenbosch.gov.za), Tel: 021 808 8588

**Kantoorure vir afhaal:** 08h00-15h30

Die **Verpligte Klaringsvergadering** sal op 22 Oktober 2025 om 10h00 gehou word. Tendersaars word vereis om voor die **Stellenbosch Munisipaliteit se Stadsaal** om 10h00 byeen te kom, waar 'n **bywoningsregister** geneem sal word, en daarna voort te gaan na die vergaderingsplek wat by **Lapland, Stellenbosch Munisipaliteit Kantoor, Ryneveldstraat, Stellenbosch** (33°55'39.0"S 18°51'39.6"E) gehou sal word.

Bywoning van die verpligte klaringsvergadering is **verpligtend**. Tendersaars wat nie die vergadering bywoon nie, sal as **nie-nakomend** beskou en **gediskwalifiseer** 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.

Verseëld tenders duidelik gemerk: "**B/SM 19/26 OPGRADERING VAN RIOOLLYNE VERBINDINGS BY LAVANDA-, AURORA- EN PHYLLARIA-WOONSTELLE**" op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

<b>Prys</b>	<b>80</b>
<b>BBSEB status</b>	<b>10</b>
<b>Ligging</b>	<b><u>10</u></b>
<b>Totale punte vir prys, B-BSEB en ligging</b>	<b>100</b>

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

1. Hierdie tender is onderworpe aan Algemene Kontrakvoorwaardes, JBCC, FIDIC of CIDB, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos uitgereik deur die Nasionale Tesourie, sowel as enige Spesiale Voorwaardes van die Tender soos uiteengesit in die tenderdokumente.
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale Verskaffersdatabasis (SVD) as hulle met die Munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R574.50 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za).*

G Mettler (Me)

**MUNISIPALE BESTUURDER**

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**STELLENBOSCH**

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**TENDER NO.: B/SM 19/26**  
**UPGRADING OF SEWER LINES CONNECTIONS OF LAVANDA, AURORA, PHYLLARIA FLATS.**  
**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT) (refer to page 112):</b>			
<b>COMPLETION PERIOD IN WORKING DAYS:</b>			
<b>BBBEE LEVEL</b>			
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>

**DATE: OCTOBER 2025**



**STELLENBOSCH**

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**PREPARED AND ISSUED BY:**

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



**TESSENG**

TECHNICAL ENGINEERING SPECIALIST SERVICE

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**TESS Engineers RSA (Pty) Ltd**

[info@tessengineers.co.za](mailto:info@tessengineers.co.za)

**Principal Agent**

Tel. Number: **(028)4920024**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

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G Mettler (Ms)

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## TENDER KENNISGEWING

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**TENDER NOMMER: B/SM 19/26**

**BESKRYWING: OPGRADERING VAN RIOOLLYNE VERBINDINGS BY LAVANDA AURORA- EN PHYLLARIA-WOONSTELLE**

**SLUITINGSDATUM: 10 November 2025**

**SLUITINGSTYD: 12h00: Tenders sal in die Raadsaal of die Voorsieningskanaalbestuursbestuursraadkamer oopgemaak word.**

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

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Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

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

<b>Prys</b>	<b>80</b>
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Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

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G Mettler (Me)

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**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	B/SM 19/26	CLOSING DATE:	10 November 2025	CLOSING TIME:	12h00
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DESCRIPTION UPGRADING OF SEWER LINES CONNECTIONS OF LAVANDA, AURORA, PHYLLARIA FLATS

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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]**



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>3. TOTAL NUMBER OF ITEMS OFFERED</b>		<b>4. TOTAL BID PRICE</b>	<b>R</b>
<b>5. SIGNATURE OF BIDDER</b> .....		<b>6. DATE</b>	
<b>7. NAME AND SURNAME OF RESPONSIBLE PERSON</b>			
<b>8. CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



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

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR SUBMITTED ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND **THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY**, THE GENERAL CONDITIONS OF CONTRACT JBCC, SHALL BE APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**



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

**SIGNATURE OF BIDDER:**

.....

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

.....

**NAME AND SURNAME**

**DATE**

.....

.....



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# STELLENBOSCH

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



## 2. CHECKLIST

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

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



**3. CLARIFICATION/ COMPUSORY CLARIFICATION MEETING CERTIFICATE**

Compulsory Clarification Meeting Declaration:

I / We\*, the undersigned, certify that I / we\* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we\* am / are\* submitting this Tender and have, as far as practicable, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender.

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

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

***For all compulsory 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:	

**OR**

**2. COMPANIES AND/OR CLOSE CORPORATIONS**

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

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	



<b>Name and surname of delegated Authorised Signatory</b>	
<b>Capacity</b>	
<b>Specimen Signature</b>	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
<b>Is a COPY of the resolution attached?</b>		<b>YES</b>	<b>NO</b>

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**OR**

**3. PARTNERSHIP**

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

**OR**

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_

\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_

\_\_\_\_\_ To sign this, offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.



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

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



**5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_ authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

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

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

*Note*

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**F.1.6.2.2 All** responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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



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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F.2.13 Submitting a tender offer**

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

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

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

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



- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.18 Provide other material**

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



provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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



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

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

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

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

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

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

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

#### **F.3.6 non-disclosure**

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

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

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

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

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

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

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

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

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



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

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

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

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

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

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

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

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

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

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

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

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

In the case of a price and preference:

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

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

Evaluation of tenders will be based on Method 2:

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.



- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

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

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

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

Where:

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

$P_t$  = Price of bid under consideration; and

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

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

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

- A tenderer must **submit proof of its BBBEE status level contributor.**



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

Locality of supplier	Number of Points for 80/20 Preference Points System
Within the boundaries of the Stellenbosch Municipality	10
Outside of the boundaries of the Stellenbosch Municipality	0

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

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

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

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

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

**Where:**

- Ps* = Points scored for price of bid under consideration.
- Pt* = Price of bid under consideration; and
- Pmin* = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are:
  - (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
  - (iii) Promotion of enterprises located in the municipal area (WCO24)



- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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

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

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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



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

**Where:**

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

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

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

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

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring functionality**

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

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

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

**Where:**

$S_Q$  = the score for quality allocated to the submission under consideration.

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

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

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

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,



- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F.3.19 Transparency in the procurement process**

**F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB E-Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type



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

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

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

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



## 7. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance with 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 consignee’s store or site”** means delivered and unloaded in the specified store, depot or site, in compliance with the contract or order. The supplier shall bear all risks and charges until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad markets its goods in the RSA at lower prices than those of the country of origin and which have the potential to harm local industries.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier, not involving the supplier’s fault or negligence and not foreseeable.
- 1.13. Such events may include but are not restricted to: acts of the purchaser in its sovereign capacity, wars, 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. It includes collusive practices among bidders designed to establish artificial non-competitive bid levels.
- 1.15. **“JBCC”** means the Joint Building Contracts Committee.
- 1.16. **“Goods”** means all 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 bid price represented by the cost of components, parts or materials which have been, or are to be, imported, inclusive of costs abroad, freight, import duties, VAT, landing costs and transport to factory in the Republic.

1.18. **“Local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture takes place.

1.19. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery, including 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”** means the place indicated in the 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 functional services ancillary to the supply of goods, including transport, installation, commissioning, technical assistance, training, maintenance, and other incidental services covered by the contract.

1.26. **“Supplier”** means the successful bidder awarded the contract.

1.27. **“Tort”** means 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 required end product.

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.

3.2. Where applicable, a non-refundable fee for documents may be charged.

3.3. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.




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#### 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 to any person other than a person employed in the performance of the contract.

5.2. Disclosure shall only be made as far as may be necessary for the purposes of performance.

5.3. The supplier shall not, without the purchaser's written consent, make use of any such document or information except for contract performance.

5.4. All such documents shall remain the property of the purchaser and shall be returned upon completion of the supplier's obligations if so required.

5.5. The supplier shall permit inspection and audit of relevant records by the purchaser or its appointed auditors.

#### 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.

6.2. Documentation or projects developed for the municipality shall vest intellectual property and copyright in the municipality.

#### 7. PERFORMANCE SECURITY

7.1. Within thirty (30) days of receipt of notification of contract award, the successful bidder shall furnish performance security in the amount specified in the SCC.

7.2. The performance security shall be payable to the purchaser as compensation for loss resulting from failure to perform contractual obligations.

7.3. The security shall be denominated in contract currency or other acceptable currency, and in forms such as bank guarantee, irrevocable letter of credit, or cashier's cheque.

7.4. The security shall be discharged after successful completion of performance and warranty obligations.

#### 8. INSPECTIONS, TESTS AND ANALYSES

8.1. All pre-bidding testing shall be for the bidder's account.

8.2. If required during contract execution, inspections and analyses shall be conducted at the supplier's premises.

8.3. Where tests confirm compliance, the cost shall be borne by the purchaser; if not, by the supplier.

8.4. Goods or services not complying may be rejected at the supplier's risk and cost.

#### 9. PACKING



9.1. The supplier shall provide adequate packing to prevent damage during transit and storage.

9.2. Packing, marking and documentation shall comply with contractual requirements.

## 10. DELIVERY

10.1. Delivery shall be made in accordance with the terms of the contract, with all shipping and related documentation furnished.

## 11. INSURANCE

11.1. Goods shall be fully insured in a freely convertible currency against loss or damage during manufacture, acquisition, storage, transit and delivery.

## 12. TRANSPORTATION

12.1. If a price other than an all-inclusive delivered price is required, it shall be specified in the contract.

## 13. INCIDENTAL SERVICES

13.1. The supplier may be required to provide incidental services such as:

- On-site assembly and commissioning
- Provision of tools and manuals
- Training of purchaser's personnel
- Maintenance or repair during the warranty period

13.2. Prices for incidental services, if not included in the contract price, shall be agreed in advance.

## 14. SPARE PARTS

14.1. The supplier may be required to provide spare parts as specified.

14.2. If production of spare parts is to cease, the supplier must give advance notice and provide drawings and specifications at no cost if requested.

## 15. WARRANTY

15.1. The supplier warrants that all goods supplied are new, unused, and free from defects in design, material and workmanship.

15.2. The warranty shall remain valid for 12 months after delivery or 18 months after shipment, whichever is earlier, unless otherwise specified.

15.3. Upon notification of defect, the supplier shall repair or replace the goods promptly at no cost to the purchaser.

15.4. If the supplier fails to do so, the purchaser may remedy the defect at the supplier's risk and cost.

## 16. PAYMENT

16.1. Payment terms shall be specified in the SCC.



16.2. Invoices must be accompanied by delivery notes and proof of performance.

16.3. Payments shall be made within thirty (30) days of invoice submission.

16.4. Payment shall be in Rand unless otherwise stipulated.

## 17. PRICES

17.1. Prices shall not vary from those quoted, except for authorised adjustments or bid validity extensions.

## 18. VARIATION ORDERS

18.1. Where changes do not exceed 15% of contract value, variation may be instructed.

## 19. ASSIGNMENT

19.1. The supplier shall not assign the contract, in whole or in part, without the purchaser's prior written consent.

## 20. SUBCONTRACTS

20.1. The supplier shall notify the purchaser of all subcontracts awarded. Such notification shall not relieve the supplier of responsibility.

## 21. DELAYS IN PERFORMANCE

21.1. Delivery shall be in accordance with the schedule.

21.2. If delay occurs, the supplier shall notify the purchaser, who may grant an extension with or without penalties.

21.3. Delays may result in procurement of substitute goods at supplier's cost.

## 22. PENALTIES

22.1. If the supplier fails to deliver or perform on time, the purchaser may deduct penalties calculated at the prevailing prime interest rate.

## 23. TERMINATION FOR DEFAULT

23.1. The purchaser may terminate the contract if the supplier:

- Fails to deliver goods or services within the stipulated time.
- Fails to perform other obligations.
- Engages in corrupt or fraudulent practices.

23.2. Upon termination, the purchaser may procure similar goods or services at the supplier's cost.

23.3. The purchaser may also impose restriction penalties prohibiting the supplier from doing business with the public sector for up to 10 years.

## 24. ANTI-DUMPING AND COUNTERVAILING DUTIES



24.1. The State is not liable for provisional payments or duties imposed after the bid date.

## **25. FORCE MAJEURE**

25.1. The supplier shall not be liable for forfeiture, damages or termination if prevented by force majeure.

25.2. The supplier shall promptly notify the purchaser of such events and take all reasonable steps to perform obligations not prevented.

## **26. TERMINATION FOR INSOLVENCY**

26.1. The purchaser may terminate the contract if the supplier becomes insolvent or bankrupt.

## **27. SETTLEMENT OF DISPUTES**

27.1. Disputes shall first be resolved amicably by mutual consultation.

27.2. If unresolved within thirty (30) days, either party may initiate mediation.

27.3. If mediation fails, the matter may be settled in a South African court of law.

27.4. Performance shall continue pending resolution of disputes.

## **28. LIMITATION OF LIABILITY**

28.1. Except in cases of gross negligence, wilful misconduct, or patent infringement:

- The supplier shall not be liable for indirect or consequential damages.
- The aggregate liability shall not exceed the total contract price.

## **29. GOVERNING LANGUAGE**

29.1. The contract shall be written in English, and all correspondence shall be in English.

## **30. APPLICABLE LAW**

30.1. The contract shall be interpreted in accordance with South African law.

## **31. NOTICES**

31.1. Acceptance of a bid or other notices shall be deemed served when posted to the address provided by the supplier.

## **32. TAXES AND DUTIES**

32.1. A foreign supplier shall be responsible for all taxes and levies outside the purchaser's country.

32.2. A local supplier shall be responsible for all taxes and duties until delivery.

32.3. No contract shall be concluded with a bidder whose tax or municipal accounts are not in order.

## **33. TRANSFER OF CONTRACTS**



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33.1. The contractor shall not cede, assign, transfer or sublet without the purchaser's written permission.

#### **34. AMENDMENT OF CONTRACTS**

34.1. No amendment or variation shall be valid unless in writing and signed by both parties.

#### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

35.1. In terms of the Competition Act, collusive bidding is prohibited.

35.2. If evidence of restrictive practice exists, the purchaser may refer the matter to the Competition Commission and/or restrict the bidder from public sector business for up to 10 years.

*(Joint Building Contracts Committee – Edition 6.2, 2018)*



## 8. GENERAL CONDITIONS OF TENDER

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

### PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.

3. **Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**

- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 4 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 5 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 6 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
- 7 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY.
  - 7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 7.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

### 8. Negotiations for a fair market related price

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

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



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

## 10 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.

## 11 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete whichever is not applicable)

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

## 12 Centralised Supplier Database

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

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

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



**9. SPECIAL CONDITIONS OF CONTRACT**

**Settlement of Disputes:**

Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.

**Arbitration**

Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).

The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).

The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position.

The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.



**10. MBD 4 – DECLARATION OF INTEREST**

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

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

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

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

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

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



<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>		<b>NO</b>
3.8.1.	If so, furnish particulars:			
<b>3.9.</b>	<b>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>
3.9.1.	If so, furnish particulars:			
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>
3.10.1.	If so, furnish particulars:			
<b>3.11.</b>	<b>Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>
3.11.1.	If so, furnish particulars:			
<b>3.12.</b>	<b>Is any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>
3.12.1.	If so, furnish particulars:			
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</b>	<b>YES</b>		<b>NO</b>
3.13.1.	If so, furnish particulars:			



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

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

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



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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 (delete whichever is not applicable for this tender) preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price.
  - (b) B-BBEE Status Level of Contributor. and
  - (c) Locality of supplier
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>LOCALITY (See definitions)</b>	10
<b>Total points for Price, BBEE and Locality (must not exceed 100)</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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



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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**4. POINTS AWARDED FOR PRICE**

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

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



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

**4.3 POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 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 20points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

- 5.5 A tenderer must submit proof of its BBBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
  - 5.6.1 may only score in terms of the 80-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 points must be allocated to promote this goal. Maximum points will be allocated as follows.

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

**6. BID DECLARATION**

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

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

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

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

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

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

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

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



*(Tick applicable box)*

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

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

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

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

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



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

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

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

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



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

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

I, the undersigned,

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 authorised to act on its behalf:

**NB!**

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty)Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<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> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-                             <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul>



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



3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp  
 Date:

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

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



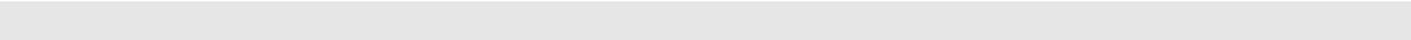
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TENDERER C	R 70 000	2	NO
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BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89





**12. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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



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

**5. CERTIFICATION**

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

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

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



**13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**STELLENBOSCH MUNICIPALITY**

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

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

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



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

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

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



**14. 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.**

<b>Signature</b>	<b>Position</b>	<b>Date</b>



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

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

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

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

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

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

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



**16. FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

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



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**PART B – SPECIFICATIONS AND PRICING SCHEDULE**



**17. SPECIFICATIONS**

**Scope of Work Description**

The scope of work under this contract includes the **upgrading of the existing sewer pipe systems** servicing the Lavanda, Aurora, and Phyllaria Flats complexes. The primary objective is to restore proper wastewater flow through the replacement, repair, and reconnection of existing infrastructure in accordance with applicable SANS and municipal engineering standards.

**1 The works shall include, but not be limited to, the following:**

**1. Access to Existing Service Ducts**

- Removal and safe demolition of bricked-up service ducts and associated obstructions to access the existing ductile iron sewer drainage lines within the apartment service ducts.
- Ensure that all work is conducted with minimal disturbance to tenants and existing building services.

**2. Sewer Pipe Replacement**

- Replacement of existing ductile iron pipes with **110mm diameter solid wall uPVC sewer pipes** (SANS-compliant), installed within the existing service ducts.
- All fittings and joints to be solvent-welded and aligned to ensure proper gradients and flow.

**3. Connection to Existing Sewer Reticulation**

- Reinstatement and reconnection of all vertical and horizontal waste and soil stacks from individual apartments into the newly installed 110mm sewer lines.
- Testing and commissioning of all connections to ensure leak-free operation and compliant discharge into the municipal system.

**4. Service Duct Covers**

- Fabrication and installation of **galvanised mild steel grated access covers** to all modified or exposed service ducts for long-term maintenance access.
- Covers shall be manufactured to fit the duct dimensions with lockable security provisions and appropriate corrosion protection.

**5. Stormwater Upgrades**

- Repair and upgrading of surface and subsoil stormwater drainage as required around the apartment blocks to improve stormwater disposal and prevent ingress into the sewer system.

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



- Replacement or installation of stormwater pipes, catchpits, and outlets where required.
- 6. Reinstatement Works**
- Repair and reinstatement of all disturbed building elements, surfaces, finishes, and public or private spaces affected by the works.
  - Includes plastering, paving, tiling, or repainting as necessary to return facilities to their original or better condition.
- 7. Health & Safety Compliance**
- Full compliance with the Construction Regulations of the Occupational Health and Safety Act.
  - Protection of residents, workers, and property during all phases of construction.

**STANDARD SPECIFICATIONS AND GOVERNING STANDARDS**

The contract shall be governed by the following standard specifications and particular specifications, as applicable to the scope of work for the removal and replacement of sewers & stormwater management.

- 1. SABS 1200A – General**  
 This specification governs all general provisions applicable to civil engineering works, including quality control, materials, measurement, safety, and payment procedures.
- 2. SABS 1200C – Site Clearance**  
 Includes removal of vegetation, debris, and existing structures/services where necessary to permit trenching and construction activities.
- 3. SABS 1200DB – Earthworks (Pipe Trenches)**  
 Governs the excavation, trenching, and backfilling for pipelines, including handling of unsuitable materials, compaction standards, and trench support where required.
- 4. SABS 1200LB – Bedding (Pipes)**  
 Specifies bedding classes, bedding material requirements, placement procedures, and compaction standards for various pipe types.
- 5. SABS 1200LD – Sewerage (Pipelines)**  
 Provides specifications for the installation of sewer pipelines, including pipe materials, jointing, laying tolerances, manhole construction, testing, and reinstatement.

**PARTICULAR SPECIFICATIONS (PA)**

PA 1 – Exposing of Existing Sewer Lines in Service Ducts – Refer to **240012-C-TSPCD-A** drawing

PA 2 – Service Shaft Access Covers – Refer to **240012-C-TSPCD-A** drawing

PA 3 – Sewer Vertical Pipe Supports - Refer to **240012-C-TSPCD-A** drawing

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



**Drawing List**

The following drawings form part of the tender and contract documentation and must be read in conjunction with the specifications and bill of quantities. These drawings provide details necessary for tendering and must be adhered to unless otherwise instructed by the Engineer.

<b>DRAWING NO.</b>	<b>DRAWING TITLE</b>
<b>240012-C-TSPCD-A</b>	Service Duct Shaft Cover Detail
<b>240012-C-TSPD-A</b>	Typical Ductile Iron Sewer Pipe Removal & Replacement Detail
<b>240012-C-SSTD001</b>	Typical Service Shaft – Water & Sewer Existing Detail

<b>PRINT NAME:</b>			
<b>CAPACITY:</b>		<b>Name of firm</b>	
<b>SIGNATURE:</b>		<b>DATE:</b>	



## 18. PRE-QUALIFICATION SCORE SHEET

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

### COMPULSORY DOCUMENTS REQUIRED FOR THE TENDER TO BE EVALUATED FURTHER

- Valid **CIDB** certificate with **4CE or higher**.
- Valid **Letter of Good Standing in terms of COIDA**.

### PRE-QUALIFICATION EVALUATION CRITERIA

#### Criterion 1 – Project References

- The Tenderer must list minimum of **3 successful contactable references** of similar nature and scope, with respect to building sewer connection projects in the past **five (5) years** with a contract value **equal or greater than R 2.0 million**.
- For each project reference, the Tenderer must attach:
  - **Practical Completion Certificate** (or equivalent signed-off certificate) confirming successful completion of the works and value of the project.

#### Criteria 2 – Team Organogram

- The Tenderer must provide a detailed **Organogram** indicating the proposed project team structure and roles.
- The following **Key Personnel** must be included as a minimum:
  - **Site Agent** – SAQA Approved National Diploma in related built environment with 3 years of experience in similar projects.
  - **Construction Foreman** – Three (3) years of experience in similar projects.
  - **Health and Safety Officer** – SACPCMP registered as a Health and Safety Officer.

#### Requirements:

- Attach a **Curriculum Vitae (CV)** (must contain name, ID number, highest level of education, position to company and overview of experience related to the scope of this project) for each key person.
- Attach certified copies (not older than 6 months) of **Professional Registrations** (e.g., SACPCMP, ECSA, etc. where applicable).
- Attach certified copies (not older than 6 months) of relevant **Qualification Certificates**.

🗂️ All supporting documents must be clearly bound to this Schedule and labelled accordingly.

#### Note:

The successful bidder shall, in the event of a successful appointment, provide an equally or better qualified, experienced, and competent person than those presented in this submission. Any substitution of personnel shall be subject to the prior approval of the Engineer before authorisation to commence duties on site.

#### Criteria 3 - Bank Rating Certificate

- **The Tenderer must attach a valid Bank Rating Certificate (minimum C rating to the value of the work) issued by its financial institution, for this specific tender and value.**
- **This annexure forms an integral part of the tender submission.**



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



## 19. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**20. CERTIFICATE OF REGISTRATION WITH CIDB**

**CIDB Contractor Registration Certificate**

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## 21. FORM OF OFFER AND ACCEPTANCE

### NOTE:

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

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

### 1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 19/26 UPGRADING SEWER LINES CONNECTIONS OF LAVANDA, AURORA, PHYLLARIA FLATS.**
- 1.2. **PROCUREMENT DOCUMENT**
- 1.3. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.4. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

In figures:	R
In words:	

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

Signature(s)		
Name(s)		
Capacity		



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



**2. ACCEPTANCE**

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

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



**22. PRICING SCHEDULE**

**NOTE:**

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

I / We \_\_\_\_\_ (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_ of the firm \_\_\_\_\_ hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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

**Please note the following:**

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



## 23. PRICING SCHEDULE (PRICING ASSUMPTIONS)

Pricing Assumptions mean the criteria as set out below, read together with all parts of the contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardised specifications”.
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under “Item” (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer’s Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:
  - (a) an alternative item or material is contemplated;
  - (b) variations of specified components in the make-up of a pay item may be expected; and
  - (c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded. For “Rate Only” items no quantities are given in the “Quantity” column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the



Tender Data the Tenderer may be asked to reconsider any such rates which the Purchaser may regard as unbalanced.

9. Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the Contract Specifications. The Purchaser reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstance whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Purchaser before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.
10. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Purchaser's Agent at the tender evaluation stage, as set out in the Condition of Tender and the Tender Data
11. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.
12. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm = millimetre	h = hour
m = metre	kg = kilogram
km = kilometre	t = ton (1000 kg)
m <sup>2</sup> = square metre	No. = number
m <sup>2</sup> .pass = square metre-pass	sum = lump sum
ha = hectare	MN = meganewton
m <sup>3</sup> = cubic metre	MN.m = meganewton-metre
m <sup>3</sup> .km = cubic metre-kilometre	P C sum = Prime Cost sum
l = litre	Prov sum = Provisional sum
kl = kilolitre	% = per cent
MPa = megapascal	kW = kilowatt
13. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
14. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
15. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"
16. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment. The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:



## 24. BILL OF QUANTITIES – C2.2

Bid specifications may not make any reference to any particular trademark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

### C 2.2 Day Work Schedule

#### C2.2.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final approval certificate, except for statutory increases announced from time to time, only if this Contract is subject to contract price adjustment as specified in Clause 6.8.2 of the Contract Data.

#### C2.2.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. **If these rates differ from similar rates tendered in the bill of quantities, the rates in the tendered bill of quantities will apply.**

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under dayworks, and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled Labourer	Hour	
Semi-skilled Labourer	Hour	
Skilled Labourer	Hour	
Pipe Layer	Hour	
Bricklayer	Hour	



Steel Fixer	Hour	
Foreman/Section Leader	Hour	
General Foreman	Hour	
Other	Hour	

Where there are discrepancies in the rates tendered for similar items in the above table and items listed in the bill of quantities, the rates

in the bill of quantities shall govern.

☑ All labour not specified above and not listed additionally by the Contractor, will be regarded as “Skilled Labour”.

### C2.2.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. **If these rates differ from similar rates tendered in the bill of quantities, the rates in the tendered bill of quantities will apply.**

The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available. The

Contractor will be paid the actual net cost of plant hired by him for dayworks and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the

Contractors' overhead costs and profit.

Description	Unit	Rate
1. Digger Loader (TLB)	Hour Wet – Incl. Operator	R
2. Pumps - Up to 150mm	Hour Wet	R
3. Breakers / Jack Hammers	Hour	R
4. Compressors	Hour Wet	R
5. Generators	Hour Wet	R
6. Other Equipment (Specify)	Hour	R

Where there are discrepancies in the rates tendered for similar items in the above table and items listed in the bill of quantities, the rates in the bill of quantities shall govern.



Bill of Quantities

BILL OF QUANTITIES ..... 86  
SUMMARY ..... 107  
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**Notes:** Tenderers must complete the Bill of Quantities in black ink.  
Tenderers attention is drawn to the Pricing Instructions.



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO 1</b>				
	<b>PRELIMINARIES &amp; GENERAL</b>				
	<b>PRINCIPAL BUILDING AGREEMENT</b>				
	The agreement shall be the Principal Building Agreement prepared and published by the Joint Building Contracts Committee: Edition 6.2 Code 2101, May 2018. (The JBCC® Principal Building Agreement).				
	Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof				
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this Agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents				
	Where any item is not relevant to this specific Agreement such item is marked N/A, signifying "not applicable"				
	<b>PRELIMINARIES</b>				
	The preliminaries shall be the JBCC General Preliminaries (JBCC Edition 6.2 May 2018) published by the JBCC for use with the said JBCC® Principal Building Agreement.				
	<b>FULL INTENT AND MEANING OF CLAUSES</b>				
TOTAL CARRIED FORWARD					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	<p>Tenderers shall be deemed to have referred to the afore-mentioned documents for the full intent and meaning of each clause. These clauses are hereinafter referred to by the heading and clause number only. Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as are necessary are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence, notwithstanding anything to the contrary contained in the above-mentioned documents. Where an item is not relevant to this specific contract, such item is marked "NA" signifying "Not applicable".</p>				
	<b>PREAMBLES FOR TRADES</b>				
	<p>The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.</p>				
	<p>Supplementary preambles are incorporated in these Bills of Quantities where necessary to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.</p>				
	<p>The contractor's prices for all items throughout these Bills of Quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.</p>				
	<b>PRICING OF CLAUSES</b>				
	<p>Tenderers shall allow opposite each clause for any cost involved with complying with such clause. Any clauses left unpriced shall be deemed to be covered by rates and prices elsewhere incorporated throughout these bills of quantities.</p>				
	<b>PAYMENT CATEGORIES</b>				
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	Should "Option A" in terms of sub-clause D4.0 of the Contract Data be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "F", "V" or "T", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows: "F" - A fixed amount, which shall not be varied "V" - An amount which shall be varied in proportion to the contract value "T" - An amount which shall be varied in proportion to the construction period.				
<b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b>					
<b>INTERPRETATION</b>					
1	Definitions and Interpretation. The following to be added to the definition "Budgetary Allowance" : BUDGETARY ALLOWANCE: The contractor to submit three (3) quotes for approval for budgetary allowance amounts stipulated in the Bills of Quantities. In addition the contractor to price a fixed mark-up for on all budgetary allowances in the Bills of Quantities which will be added to the approved quote amount: Add for profit and general attendance % The definition for "Compensatory Interest" is deemed to be amended by the addition of the following: COMPENSATORY INTEREST: Interest due to the contractor at the ruling rate of interest on amounts certified after thirty-one (31) calendar days of the date of final completion, compounded monthly until the date of payment Clause 1.0	Item	%		
2	Law, Regulations and Notices. The following new sub-clause is hereby added to this clause: 2.5 Without limiting the generality of the provisions of clause 2.1 of the agreement, the contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the health and safety specifications. Clause 2.0	Sum	1,00		
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
3	Offer and Acceptance. Clause 3.0	Sum	1,00		
4	Cession and Assignment. Clause 4.0	Sum	1,00		
5	Documents. The following new sub-clauses are hereby added to this clause:5.4.1 The Bills of Quantities may not be used for ordering purposes. The following change of sub-clauses are hereby to this clause:5.6 All drawings will be issued electronically via portal by consultant to contractor. Clause 5.0	Item	0.00		
6	Employer's Agents. Clause 6.0	Item	0.00		
7	Design Responsibility. The following new sub-clauses is hereby added to this clause: 7.4 Notwithstanding the provisions of 7.2, the contractor shall ensure that every such domestic or nominated or selected subcontractor shall simultaneously with the signing of the relevant domestic or nominated or selected subcontract sign and deliver to the employer a Design Materials and Workmanship Warranty and Undertaking in favour of the employer or a Materials and Workmanship Undertaking strictly in accordance with the instructions or provisions contained in the tender documents for the domestic or nominated or selected subcontract works. Clause 7.0	Sum	1,00		
<b><u>INSURANCE AND SECURITY</u></b>					
8	Work Risk. Clause 8.0	Sum	1,00		
9	Indemnities. Clause 9.0	Sum	1,00		
10	Insurances. Clause 10.0	Sum	1,00		
11	Security. Clause 11.5 is hereby deleted in its entirety. The Employer shall not provide a payment guarantee. The following new sub-clause is hereby added to this clause: 11.11 The contractor shall only provide security issued by a registered bank approved by the employer Clause 11.0	Sum	1,00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	<b>EXECUTION</b>				
12	Obligations of the Parties. The following shall be added to sub-clause 12.1.2: No work is to be undertaken outside the "normal working hours" of any week or on any special non-working days, unless work is unavoidable or necessary for the saving of life or property or for the safety of works. The normal working hours must comply with standard legislation governing the building industry but make not extend beyond 07h00 and 17h00 on weekdays and no work on Saturdays the following shall be added to sub-clause 12.1.3: Special care to be taken when working in and around any existing services not to damage such services and impact the neighbouring buildings operations. The following shall be added to sub-clause 12.1.4: All areas of work to be hoarded off and made safe, with sufficient signage indicating possible routes and public access. All contractor personnel shall be clearly identified, and a log shall be kept by site management. No contractor personnel will be allowed outside the areas under construction.	Sum	1,00		
13	Setting Out. The following new sub-clause is hereby added to this clause: 13.3 The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. 13.4 The contractor shall ensure the setting out is done by a registered surveyor, proof of which shall be issued to the principal agent Clause 13.0	Sum	1,00		
14	Nominated Subcontractors. Clause 14.0 is deemed to be amended by the addition of the following:14.9 Notwithstanding the provision of the contractors general attendance in accordance with the n/s agreement, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor erected scaffolding, including special scaffolding, mobile scaffolds and all false scaffolding by the contractor (owned or hired) as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract works Clause 14.0	Sum	1,00		
15	Selected Subcontractors. Clause 15.0 is deemed to be amended by the addition of the following:15.9 Notwithstanding the provision of the contractors general attendance in accordance with the n/s agreement, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor erected scaffolding, including special scaffolding, mobile scaffolds and all false scaffolding by the contractor (owned or hired) as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract works Clause 15.0	Sum	1,00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
16	Direct Contractors.16.4 The contractor will be liable to accommodate any direct contractors should practical completion, as per contract data, not be reached due to no fault of the employer The contractor to provide direct contractors with scaffolding, water and electricity, office and storage space. Tenant to start racking and shelving installations from Practical Completion date of Section 01 Clause 16.0	Sum	1,00		
17	Contract Instructions. Clause 17.0	Sum	1,00		
<b>COMPLETION</b>					
18	Interim Completion Clause 18.0	Sum	1,00		
19	Practical completion. The following note is hereby added to this clause: The principal agent shall ensure that at practical completion minimal lists defining incomplete works and defects will be apparent and that the contractor has satisfactorily achieved this level of completion as indicated by the principal agent All handover certificates, manuals and other required documents shall be in place. In the event whereby the contractor fails to rectify snags after a second inspection The principal agent may recover the services from the consultant from the contractor as per professional bodies approved hourly rates. Clause 19.0	Sum	1,00		
20	Defects Liability Period and Final Completion. Clause 21.0	Sum	1,00		
21	Latent Defects Liability Period. Clause 22.0	Sum	1,00		
22	Revision of the date for practical completion. A new sub-clause 23.1A shall be inserted after clause 23.1 as follows:23.1A For purposes of clause 23.1, it is agreed as follow:23.1A.1 The contractor shall make provision for fifteen (15) working days during the contract period for any such delays caused by one or more of the clauses as listed under 23.1.1 to 23.1.6.23.1A.2 The contractor becomes entitled to a revision of the date for practical completion in accordance with clause 23.1 only once the accumulated working days granted are greater than fifteen (15) working days over the contract period. Clause 23.0	Sum	1,00		
23	Penalty for Late or Non-Completion. Clause 24.0				
<b>PAYMENT</b>					
24	Payment.Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment.Sub-clause 25.7.4 is hereby amended to the following: The determination of default interest at zero percentage points (0%) per annum above the ruling rate of interest where payment has not been received within the stipulated period [25.7 or 25.8], as the case may be, compounded monthly from the due date for payment until the date of paymentSub-clause 25.10 is hereby amended to the following:The employer shall pay the contractor the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including default interest and/or compensatory interestClause 25.0	Item	0.00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
25	Adjustment of the Contract Value and Final Account. Notwithstanding the provisions of sub-clause 26.9.5 or any other clause, all fluctuations in costs shall be for the account of the contractor. The following new sub-clause 26.14 is added to this clause: Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, it shall be in writing. Clause 26.0	Item	0.00		
26	Recovery of Expense and/or Loss. Clause 27.0	Item	0.00		
<b><u>SUSPENSION AND TERMINATION</u></b>					
27	Suspension by the Contractor. Clause 28.0	Item	0.00		
28	Termination. Clause 29.0	Item	0.00		
<b><u>DISPUTE RESOLUTION</u></b>					
29	Dispute Resolution. Clause 30.0	Item	0.00		
<b><u>SECTION B: JBCC GENERAL PRELIMINARIES 1.0 DEFINITIONS AND INTERPRETATION</u></b>					
30	Definitions. Clause 1.1	Item	0.00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
31	Interpretation. Clause 1.2	Item	0.00		
	<b>DOCUMENTS</b>				
32	Checking of documents. Clause 2.1	Item	0.00		
33	Provisional bills of quantities. Clause 2.2	Item	0.00		
34	Availability of construction documentation. The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected subcontractors during the construction period. Clause 2.3	Item	0.00		
35	Ordering of materials and good. Clause 2.4	Item	0.00		
	<b>PREVIOUS WORK AND ADJOINING PROPERTIES:</b>				
36	Previous work - dimensional accuracy. Clause 3.1	Item	0.00		
37	Previous work - defects. Clause 3.2	Item	0.00		
38	Inspection of adjoining properties. The following new sub-clause is hereby added to this clause:3.3.1 The contractor is to do a full dilapidation survey of the condition of the adjacent roads and buildings and lodged with the Structural Engineer and Principal Agent prior to any construction on site. Damages to surrounding building and area used for access during construction works are to be made good by the contractor as part of Practical completion Clause 3.3	Item	0.00		
	<b>THE SITE</b>				
39	Handover of site in stages. Clause 4.1	Item	0.00		
40	Enclosure of the works. Clause 4.2	Item	0.00		
41	Geotechnical and other investigations. - known. Clause 4.3	Item	0.00		
42	Enroachments. Clause 4.4	Item	0.00		
43	Existing premises occupied. Clause 4.5	Item	0.00		
44	Services - known. Clause 4.6	Item	0.00		
	<b>MANAGEMENT OF THE CONTRACT</b>				
45	Management of the works. Clause 5.1	Item	0.00		
46	Progress meetings. Clause 5.2	Item	0.00		
47	Technical meetings. Clause 5.3	Item	0.00		
	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</b>				
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
48	Samples of materials. Clause 6.1 is hereby amended by the addition of the following: The principal agent may reject any materials or colours not corresponding with the approved samples. The approved samples shall be kept on site until completion of the works. Should any materials or items specified prove to be either unavailable, in poor supply or likely to cause delay to the works, the contractor shall notify the principal agent in sufficient time for suitable alternatives to be considered. Any claims for delays resulting from the contractor not conforming with the terms of this clause will not be entertained or allowed. Clause 6.1	Item	0.00		
49	Workmanship samples. Clause 6.2	Item	0.00		
50	Shop drawings Clause 6.3 is hereby amended by the addition of the following: General responsibilities The contractor shall provide a person or persons who shall be available immediately upon commencement of the contract, whose responsibility will be: a) To familiarise himself with all drawings produced by the professional team. This will involve a clear understanding of services and element co-ordination performed by the architect, in order that subcontractors can be properly briefed. b) To provide the professional team with comprehensive lists of shop drawings to be prepared by relevant subcontractors. c) To check all shop drawings for sufficiency prior to submission to the relevant consultant in the professional team. It is expected that such checking will include all co-ordination and pro-active resolution of any conflicting services and elements. It is also noted that resolution of co-ordination problems will require attendance at services and element co-ordination meetings, called by the principal agent as and when necessary. Clause 6.3	Item	0.00		
51	Compliance with manufacturers' instructions. Clause 6.4	Item	0.00		
<b>DEPOSITS AND FEES</b>					
52	Deposits and fees. Clause 7.1	Item	0.00		
<b>TEMPORARY SERVICES</b>					
53	Water. - By Contractor. Clause 8.1	Item	0.00		
54	Electricity. - By Contractor. Clause 8.2 is hereby amended by the addition of the following: No delays will be entertained due to unplanned power outages or events such as load shedding. The contractor to actively plan around these types of eventualities. Contractor to issue a Certificate of Compliance (COC) for the temporary DB Clause 8.2	Item	0.00		
55	Telecommunication facilities. - By Contractor. Clause 8.3	Item	0.00		
56	Ablution facilities. - By Contractor. Clause 8.4	Item	0.00		
<b>PRIME COST AMOUNTS</b>					
57	Responsibility for prime cost amounts. Clause 9.1	Item	0.00		
<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>					
58	General attendance. Clause 10.1	Item	0.00		
59	Special attendance. Clause 10.2	Item	0.00		
<b>GENERAL</b>					
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
60	Protection of the works. Clause 11.1	Item	0.00		
61	Protection/isolation of existing works and works occupied in sections. Clause 11.2	Item	0.00		
62	Security of the works. The contractor shall provide and maintain twenty-four-hour site security and loss control systems all to the satisfaction of the principal agent. It is envisaged that these procedures will incorporate, inter alia, gate control for personnel and vehicles, individual entry permits, regular security patrols and the like. Clause 11.3	Item	0.00		
63	Notice before covering work. Clause 11.4	Item	0.00		
64	Disturbance. Clause 11.5	Item	0.00		
65	Environmental disturbance. Clause 11.6	Item	0.00		
66	Works cleaning and clearing. Clause 11.7	Item	0.00		
67	Vermin. Clause 11.8	Item	0.00		
68	Overhand work. Clause 11.9	Item	0.00		
69	Tenant installations. Clause 11.10	Item	0.00		
70	Advertising. Clause 11.11	Item	0.00		
<b>SECTION C : SPECIFIC PRELIMINARIES</b>					
<b>SUPPLEMENTARY DOCUMENTATION</b>					
71	As-built drawings. The position of construction breaks, and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.	Item	0.00		
72	Site instructions. Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be maintained on site by the contractor and cost shall be agreed with project Quantity Surveyor	Item	0.00		
<b>MATERIALS AND WORKMANSHIP</b>					
<b>Testing of roof waterproofing to ensure water tightness</b>					
73	As waterproofing is completed, areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the water tightness of the waterproofing concerned before any further construction work is carried out above the waterproofing.	Item	0.00		
<b>Warranties for materials and workmanship</b>					
74	The contractor shall obtain written warranties where called for, addressed to the employer, from the firms supplying the materials or doing the work and deliver such guarantees to the principal agent on the certified completion of the contract.	Item	0.00		
75	The warranties shall state that workmanship, materials and installation are guaranteed for a specified period reckoned from the date of certified completion of the works and that any defects in the workmanship, materials and installation that may arise during that period shall be made good at the expense of the firm doing the work upon written notice from the principal agent or the employer to do so.	Item	0.00		
<b>FINANCIAL ASPECTS</b>					
<b>Overtime</b>					
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
76	The additional costs of overtime work shall not be for the employer's account except when prior written agreement thereto is given by the principal agent.	Item	0.00		
	<b>GENERAL Agreement</b>				
77	The contractor will allow for all costs deemed to be incurred in the fulfilment of all contractual obligations as stated in the JBCC Principal Building Agreement Contract Data.	Item	0.00		
	<b>Contractor to be responsible</b>				
78	The contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this contract. The contractor shall therefore be solely responsible for all aspects of the construction of the works including but not limited to management, resourcing, programming, co-ordination, etc. all as required for the type of project described within the time limits and quality standards specified.	Item	0.00		
	<b>Unauthorised persons on site</b>				
79	The contractor shall at all times strictly exclude all unauthorised persons from the works. No workmen are to be allowed to sleep on the premises. The principal agent to be made aware of any incidence by where unauthorised persons tried to enter the site or any such security breaches	Item	0.00		
	<b>Use of site</b>				
80	The contractor shall not use the site for any purposes other than carrying out the works.	Item	0.00		
	<b>Printer/Plotter on site</b>				
81	The contractors are to price against this item for the incorporation of the following requirements for printing / plotting drawings on site: "Dropbox" or similar approved is the document control system used on this project and once any drawing/specification/contract instruction/etc are uploaded it is deemed issued. No hard copies of technical detail/construction drawings will be issued other than the drawings issued at the site handover meeting as listed in the contract data. The contractor is to make his own arrangements to print/plot electronically issued drawings, including colour copies, for construction purposes.	Item	0.00		
	<b>Inspection of adjoining buildings</b>				
82	The contractors is to price against this item for the incorporation of the following requirements for a dilapidation report: Contractor is to do a full dilapidation report of all the surrounding properties and hand over a certified copy to the principal agent 1 week after site hand over	Item	0.00		
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
83	<p><b>Interpretation of drawings, specifications and bills of quantities</b></p> <p>Should any part or parts of the drawings, specifications or bills of quantities not be clearly intelligible to the contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the contractor must obtain from the principle agent the necessary information to clarify such drawings, specifications, bills of quantities or instructions which request shall be in writing. The contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the drawings, specification, bills of quantities or instructions. The contractor remains responsible to always ensure they are working for the latest Revision drawing.</p>	Item	0.00		
84	<p><b>City by-laws</b></p> <p>The contractor to allow for complying to all city by laws including, but not limited to: - National Environmental Management: Biodiversity Act 10 of 2004 (as amended) - The National Environmental Management Act, Act 107 of 1998 (NEMA) (as amended) - National Water Act, 1998 (Act No. 36 of 1998) (as amended) - National Heritage Resources Act, Act 25 of 1999 (as amended) - The National Environmental Management: Waste Act 59 Of 2008 - National Waste Management Strategy (2011) - The Western Cape Provincial Spatial Development Framework (2012) - The City of Cape Town (CoCT) Solar Water Heating By-law- The CoCT Air Quality Management By-law- The CoCT Dumping and Littering By-law- The CoCT Electricity Supply By-law- The CoCT Environmental Health By-law- The CoCT Integrated Waste Management By-law- The CoCT Stormwater By-law- The CoCT Wastewater By-law- The CoCT Waste By-law- Relevant SANS codes- ISO 14001 Environmental Management System (EMS)- Any other relevant guidelines, permit requirements and/or legislation</p>	Item	0.00		
85	<p><b>Copyright</b></p> <p>The ownership of the copyright in and to: all drawings, specifications, models and documents of any nature delivered to the contractor or produced by or on behalf of the contractor in connection with the works; and, the artistic character and/or artistic design of the works, shall remain vested in and/or is hereby assigned to the employer by the contractor.</p>	Item	0.00		
86	<p><b>Community Liaison Officer</b></p> <p>The contractor are to allow against this item all costs deemed to be incurred in complying with the following tender condition: The main contractor shall appoint a Community Liaison Officer (CLO) to assist with the recruitment and employment of eligible locally based labour. The CLO must have free access to the site and use of dedicated office for the duration of the contract.</p>	Item	0.00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	<b>Co-ordination</b>				
87	<p>The contractor shall be solely responsible for the co-ordination of all subcontracts, whether nominated or otherwise, into the general programme of work. He shall be required to convene meetings with subcontractors and suppliers as and when required for this purpose and must keep under constant review his own and all sub-contract labour force and supply of materials and equipment in order to adhere to the building programme. The contractor is to submit a schedule of information required to all parties concerned, giving dates upon which such information and details are required on site. Timeous advance notice is to be given by the contractor of information or drawings which are required on site. The principal agent reserves the right to attend meetings between main contractor and subcontractors and/or suppliers.</p>	Item	0.00		
88	<p>SUMMARY OF CATEGORIES Category "F": Fixed R_____ Category "V": Value R_____ Category "T": Time R_____</p>	Item	1.00		
<b><u>BUDGETARY ALLOWANCES</u></b>					
	<u>Client Safety Consultant</u>				
89	Budgetary allowance of R21 500.00 (Twenty-one thousand five hundred rand) for the Client Safety Consultant Representative.	Item	1.00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>BILL NO 2</b></p> <p><b>ALTERATIONS</b> For preambles see "Model Preambles for Trades"</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p><b>View site</b> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><b>Explosives</b> No explosives whatsoever may be used in demolitions</p> <p><b>General</b> In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building. The Contractor shall ensure the stability of all structures during alteration work. "Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Principal Agent if any disconnection or alterations become necessary. "The Contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work. Materials recovered from the alterations (except where described as to be re-used or to be handed over to the Employer) will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in new work without written permission from the Principal Agent. "Materials described as "removed" shall be removed from the site immediately. "Materials described as "handed over to the Employer" shall be carefully dismantled where necessary, neatly stored under cover on the site where directed and protected from damage, until required. " Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or re-fixing shall be made good at the Contractor's expense.</p> <p>The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations.</p> <p>The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing.</p>				
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	Where new openings are formed or openings altered in existing walls, the wall above the opening shall be broken out and a new brick, insitu concrete or pre-stressed concrete lintel inserted, complete with all necessary reinforcement, formwork, turning piece, etc., the jambs and portions of openings as described shall be built up with new brickwork or blockwork properly toothed and bonded to existing, cavities of hollow walls shall be closed where necessary and finishes shall be made good all round and into reveals.				
	Where existing openings are given in number as built up, the existing surfaces all round, shall be prepared as necessary, brickwork or block work properly toothed and bonded to existing, wedged up to underside of existing lintel and finishes shall be made good on both sides. The contractor will be required to take all dimensions affecting the existing building on the site and he will be held solely responsible for the accuracy of all such dimensions				
	Any water supply pipes and other piping that may be met with and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent				
	<b>Prices</b>				
	Prices for building up of openings in existing walls shall be deemed to include for levelling and preparing of cement screeds, paving's, granolithic, etc, for raising of masonry				
	Prices for making good of finishes shall be deemed to include making good of the masonry and concrete surfaces onto which the new finishes are applied				
	<b>Asbestos removal</b>				
	All work performed on Asbestos containing material must be in compliance with Asbestos Regulation, 2011 promulgated in terms of the Occupational Health & Safety Act, 1993. Removal of any Asbestos should only be done by a Department of Labour Registered Asbestos contractor. Refer to OHS specification.				
	<b>REMOVAL OF ROOFS</b>				
	<b>Cut and remove roofs, etc.</b>				
1	Roof covering 500x500mm to accommodate for new vent pipes being exposed above roof line and making good measured elsewhere	No	36,00		
	<b>REMOVAL OF EXISTING WORK</b>				
	<u>Break down and remove masonry</u>				
	<u>Break up and remove concrete</u>				
2	230mm Brick walls	m <sup>2</sup>	231,00		
3	230mm Thick reinforced concrete slab	m <sup>2</sup>	27,00		
	Take out and remove soil drainage pipes, including cutting off, disconnecting and blanking off short lengths of piping and excavation and carting away of earth where necessary				
4	Ductile iron 150mm vertical pipe	m	1003,00		
5	Ductile iron 150mm pipe in soil	m	185,00		
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
6	Ductile iron 150mm pipe and connection to WC	No	456,00		
7	Vitreous China water closet pan with cistern	No	456,00		
<b><u>CUT THROUGH FLOORS AND WALLS</u></b>					
<b><u>Cut through</u></b>					
8	230mm Thick reinforced concrete slab for 500mm wide access to existing ductile iron soil drainage pipes	m	108,00		
9	Cutting toothing's and bonding new 230mm one brick wall to existing 230mm one brick wall	m	1003,00		
<b><u>MAKE GOOD FINISHES, ETC</u></b>					
<i>Make good masonry</i>					
10	230mm One brick walls including brick force 150mm wide every 4th layer	m <sup>2</sup>	231,00		Rate Only
<b><u>Make good plaster</u></b>					
11	30mm screed to floors steel floated	m <sup>2</sup>	27,00		Rate Only
12	Plaster to walls	m <sup>2</sup>	111,00		
<b><u>Make good roof</u></b>					
13	New roof covering to match existing for 500x500mm penetration removed for new roof vent pipes including waterproofing suitable on perimeter of vents as per specialist.	No	36,00		
<b><u>BUDGETARY ALLOWANCES</u></b>					
<b><u>Alterations</u></b>					
14	Budgetary allowance of R 10 000.00 (Ten thousand rand) for unforeseen alterations.	Item	1,00	10 000,00	10 000,00
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL NO 3</b>				
	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
	For preambles see "Model Preambles for Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<b>Cost of tests</b>				
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)				
	<b>Formwork</b>				
	Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
	The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself				
	Formwork to soffits of solid slabs shall be deemed to be for slabs not exceeding 250mm thick unless otherwise described				
	Rates for all formwork shall be deemed to include propping				
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
	<b>CONCRETE CAST AGAINST FORMWORK SURFACES</b>				
	<u>30MPa/19mm concrete</u>				
1	Slabs	m <sup>3</sup>	6,00		
	<b>TEST CUBES</b>				
2	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	3,00		
	<b>PERMANENT ROUGH FORMWORK</b>				
	<u>Rough formwork to soffits</u>				
3	Slabs	m <sup>2</sup>	27,00		
	<b>MOVEMENT JOINTS, ETC</b>				
	<u>Saw cut joints</u>				
4	3 x 50mm Joints in top of concrete	m	108,00		
	<b>Construction joints through concrete, including thick cement slurry to one face</b>				
5	300mm Y12 dowels embedded with HIT-HY 200-A V3 Adhesive Anchor or equivalent approved	No	216,00		
	<b>REINFORCEMENT (PROVISIONAL)</b>				
	<u>High tensile steel reinforcement to structural concrete work</u>				
6	Various diameter bars	t	0,11		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO 4</b>				
	<b>WATERPROOFING</b>				
	For preambles see "Model Preambles for Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<b>Waterproofing</b>				
	Waterproofing of roofs, basements, etc shall be laid under a ten-year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	<b>DAMPPROOFING OF WALLS AND FLOORS</b>				
	<u>One layer of 375 micron "Gundle Brikgrip Blue" embossed damp proof course</u>				
1	In walls	m <sup>2</sup>	31,00		
	<b>JOINT SEALANTS, ETC</b>				
	<u>"Fosroc Thioflex 600" or equivalent approved two-part grey polysulphide sealing compound, including backing cord, bond breaker, primer, etc</u>				
2	3 x 50mm In joints in top surfaces	m	108,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO 5</b>				
	<b>PLUMBING AND DRAINAGE</b>				
	For preambles see "Model Preambles for Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<b>Rock excavations</b>				
	No claim for rock excavation will be entertained unless the contractor has timeously notified the principal agent thereof prior to backfilling "Soft rock" and "hard rock" shall be as defined in "Earthworks"				
	<b>Laying, backfilling, bedding, etc of pipes</b>				
	Pipes shall be laid and bedded, and trenches shall be carefully backfilled in accordance with manufacturers' instructions				
	Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SANS 1200 L : Medium-pressure pipelines, SANS 1200 LD : Sewers and SANS 1200 LE : Stormwater drainage Pipe trenches, etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding				
	<b>uPVC pipes and fittings</b>				
	Drainage pipes and fittings shall be jointed and sealed with butyl rubber rings				
	<b>Gratings, covers, etc</b>				
	Gratings, covers, etc shall be as manufactured by "Saint-Gobain", unless otherwise described				
	<b>Service Shaft Cover</b>				
1	Fabrication, Installation and Testing of Removable Service Shaft Covers as per Drawing 240012-C-TSPCS-A	No	350,00		
	<b>Stainless steel basins, sinks, wash troughs, urinals, etc</b>				
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	Stainless steel for economy basins, domestic sinks, worktops and wash troughs shall be type 430 (17/0)				
	Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be type 304 (18/8)				
	Stainless steel for laboratory sinks, photographic equipment, etc shall be type 316 (18/8)				
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				
	<b>Flush pans</b>				
	Flush pans shall have straight or side outlets and "P" or "S" traps as necessary				
	<b>uPVC pressure pipes and fittings</b>				
	Pipes of 42mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC, and all other fittings shall be cast iron, all with similar push-in type joints				
	<b>Fixing of pipes</b>				
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for : - casting in, building in, chasing in and fixing to walls, etc, including chasing; or - placing in ground or filling under solid floors, including necessary excavation, backfilling and ramming; or - suspending not exceeding 1m below suspension level				
	<b>Reducing fittings</b>				
	Where fittings have reducing ends or branches, they are described as "reducing". In the case of pipes with diameters not exceeding 60mm, only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained				
	<b>General</b>				
	Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete				
	Descriptions of pipes laid in and including trenches, sumps, catchpits, junction boxes, inspection chambers, French drains, septic tanks and the like shall be deemed to include for excavations, bedding of pipes, risk of collapse, keeping free of water, a dewatering system for removal of seepage water and water from other subterranean sources in the excavations designed and executed by the contractor, backfilling, compaction to a minimum of 93% modified AASHTO density and disposal of surplus material				
	Descriptions of sumps, catchpits, junction boxes, inspection chambers and the like shall be deemed to include reinforcement, step irons and channels where applicable				
	Descriptions for jointing of new to existing pipes shall be deemed to include searching for the existing pipe, exposing if necessary, cutting into, jointing and necessary fittings				
<b>TOTAL CARRIED FORWARD</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
	Descriptions of washdown pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors measured separately)				
	<b>Remeasurement</b>				
	The contractor's attention is specifically drawn to the fact that the work in this bill has not been measured provisionally but measured from the drawings and will under no circumstances be remeasured. If during the execution of the contract the contractor finds that there are quantities which deviate from those in this bill of quantities, he must inform the principal agent and request that a contract instruction to this effect be issued to cover the cost thereof. Claims submitted late will not be accepted for inclusion in the final account.				
	<b>SOIL DRAINAGE</b>				
	<b>Class 51 PVC SANS 967 pipes</b>				
1	110mm Pipes vertically in service ducts	m	1345,00		
2	110mm Pipes laid in and including trenches not exceeding 1m deep	m	185,00		
	<b>Extra over Class 51 PVC SANS 967 pipes for PVC fittings</b>				
3	110mm Slow bend	No	72,00		
4	110mm Y-Junction	No	72,00		
5	110mm x 50mm Y-Junction	No	456,00		
6	110mm Rodding Eye	No	72,00		
7	110mm 87.5 Junction Triple Socket RE	No	456,00		
8	110mm Roof Vent	No	72,00		
	<b>uPVC SANS 1601 pipes</b>				
9	50mm Pipes in service ducts	m	228,00		
	<u>Grade 304 stainless steel purpose-made pipe support clamps, secured with 10mm wedge anchors to the inside of the shaft wall at 500mm centre to centre with adjustable LH &amp; RH tension bolts with 4 x M5 stainless steel bolts per saddle. One clamp to hold both 110mm pipes secure as per Detail 1 on Drawing 240012-C-TSPD-A</u>				
10	<b>Clamps</b>	No	1345,00		
	<b>Connection</b>				
11	Connect new 110mm PVC pipe system to existing manhole including making good benching	No	72,00		
	<b>SANITARY FITTINGS</b>				
	<b>WC</b>				
<b>TOTAL CARRIED FORWARD</b>					



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>					
12	Take carefully removed existing close coupled suite comprising wash down pan and cistern with top dual flush system and re-install	No	456,00		
	<b>Sundries</b>				
13	Inspection of existing sewer system and recommend cleaning of existing pipe system as per specialist's recommendation	Item	1,00		
14	Testing water pipe system	Item	1,00		
	<b>AS-BUILT DRAWINGS</b>				
15	Allow for an updated set of as-built drawings to be handed to the principal agent at completion of the contract	Item	1,00		
	<b>BUDGETARY ALLOWANCES</b>				
	Special Plumbing Fittings				
16	Budgetary allowance of R 70 000.00 (Seventy thousand rand) for the supply and install of special plumbing fittings	Item	1,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO 6</b>				
	<b>PAINTWORK</b>				
	For preambles see "Model Preambles for Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<b>DESCRIPTIONS</b>				
	Descriptions of paintwork shall be deemed to include for all cutting in				
	<b>PREPARATORY WORK TO SURFACES</b>				
	<u>New and previously bagged surfaces</u>				
	Surfaces shall be thoroughly cleaned down by high pressure water jet and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed. All existing walls to be made good where damaged by removals, furniture, etc, and all screw and nail holes and cracks shall be opened, primed with plaster primer, filled with a suitable filler and finished smooth				
	<b>PAINT SPECIFICATIONS</b>				
	All painting shall be done in accordance with manufacturer's specifications unless otherwise specified				
	<b>PAINTWORK, ETC TO NEW SURFACES ON</b>				
	<b>EXTERNAL BAGGED SURFACES WITH</b>				
	<b><u>One coat alkali resistant plaster primer and two coats external coat to match existing on</u></b>				
1	Walls	m <sup>2</sup>	240,00		
	<b>EXTERNAL PLASTERED SURFACES WITH</b>				
	<b><u>One coat alkali resistant plaster primer and two coats external coat to match existing on</u></b>				
2	Walls	m <sup>2</sup>	111,00		
	<b>PAINTWORK, ETC TO EXISTING PAINTED SURFACES ON</b>				
	<b>EXTERNAL BAGGED SURFACES WITH</b>				
	<b><u>One coat alkali resistant plaster primer and two coats external coat to match existing on</u></b>				
3	Walls	m <sup>2</sup>	378,00		
	<b>EXTERNAL PLASTERED SURFACES WITH</b>				
	<b><u>One coat alkali resistant plaster primer and two coats external coat to match existing on</u></b>				
4	Walls	m <sup>2</sup>	174,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



# STELLENBOSCH

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ITEM	DESCRIPTION	AMOUNT (R)
1	PRELIMINARIES	
2	ALTERATIONS	
3	CONCRETE, FORMWORK AND REINFORCEMENT	
4	WATERPROOFING	
5	PLUMBING AND DRAINAGE	
6	PAINTWORK	
	A: SUB-TOTAL	
	B: CONTINGENCY 10% of A: Sub-total	
	C: SUB-TOTAL (A+B)	
	D: VAT 15% of C: Sub-total	
	GRAND TOTAL INCLUDING VAT RATE (C+D)	



**25. DECLARATION BY TENDERER**

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

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

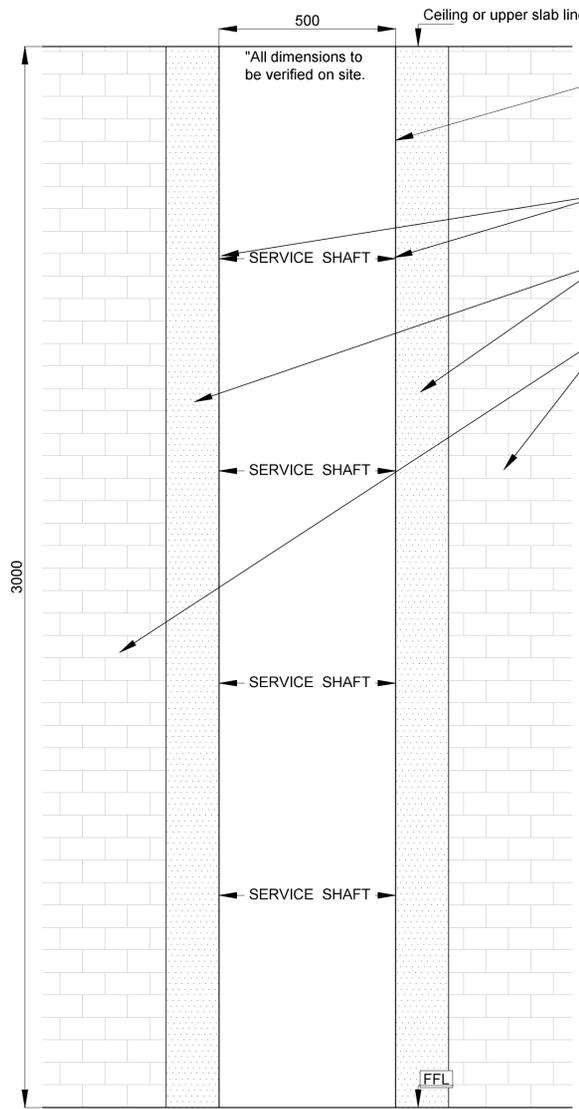
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

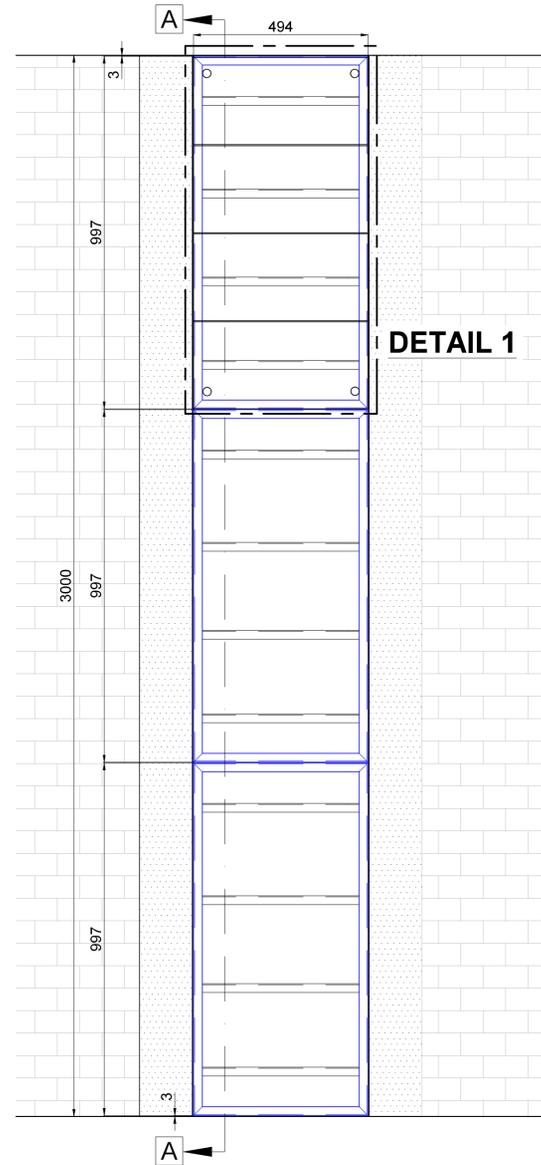
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept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



1. Expose shaft internal wall by carefully removing brickwork at both ceiling and floor levels to verify standard duct width.
2. Once standard width is confirmed across all three apartment blocks, proceed with full removal of the shaft brick wall using verified standard dimensions for all service ducts.
3. Vertical saw cuts shall be executed along a 75mm internal offset from the shaft wall, maintaining a vertical plumb line parallel to the shaft face on both sides to facilitate removal of the brick enclosure surrounding the shaft.
4. A plaster band, using a 5:1 sand-to-cement mix, shall be applied to finish the opening—extending 200mm into the internal walls of the shaft and 150mm along each vertical saw cut on the passage side of the service duct. (16mm Thick)
5. Existing Brick Wall

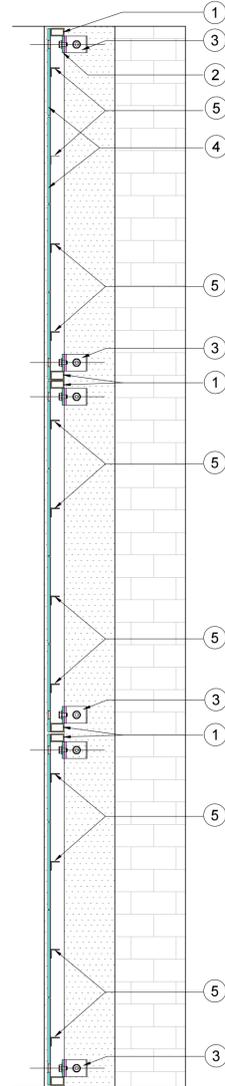


**TYPICAL SERVICES SHAFT**  
Scale 1:10

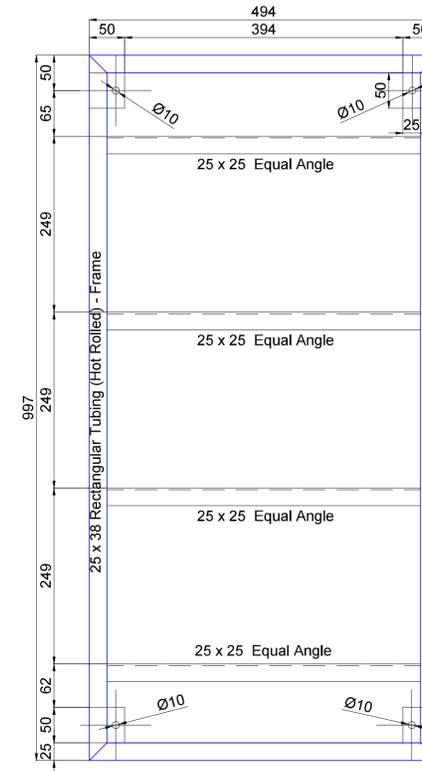
**MATERIALS**

Item	Description	Unit	Qty
<b>Grade 300W Mild Steel</b>			
1	25mm x 38mm Rectangular Tubing (Hot Rolled) - Frame	m	8913
2	5mm x 50mm x 65mm Flat M10 Hole welded to frame above	No	16
3	65mm x 50mm Equal Angle (Hot Rolled) M10 x 90 SS Wedge	No	16
4	Nutec T&G Woodgrain Boards Slats 500 long x 246 wide	No	16
5	25mm x 25mm Equal Angle (Hot Rolled) Nutec brace	m	5328

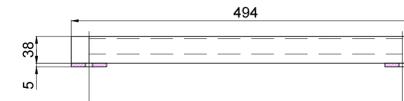
Note:  
The materials listed are per individual service shaft.  
To determine the total quantity, multiply by:  
1. The number of service shafts per accommodation block, and  
2. The number of accommodation blocks: 3 (three)  
Total Material Quantity = Per Shaft Quantity x Number of Shafts per Block x 3 Blocks



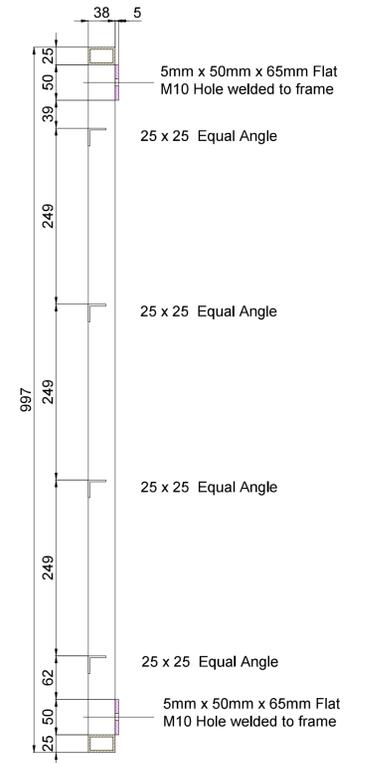
**SECTION A:A**  
Scale 1:10



**FRONT VIEW**



**PLAN**



**SIDE VIEW**

**DETAIL 1**  
Scale 1:5

**Specifications:**

**Steel:**

The steel grade 300W structural carbon steel to SANS 50025 specification.  
Corrosion Protection / Coating Thickness:

Minimum average coating thickness: 65 microns (µm) Local minimum thickness (on any individual item): must not be less than specified limits in SANS 121, which for steel >6 mm thick is typically 70 µm (average), with local minimums of ~60 µm

**Surface Preparation:**

Steel to be cleaned by degreasing, pickling (acid treatment), and fluxing prior to galvanizing. Items must be free of paint, grease, oil, and heavy rust

**Steel Compatibility:**

Base metal: Grade 300W mild steel, in accordance with SANS 50025 Fully suitable for hot-dip galvanizing with good zinc adherence properties

**Post-Galvanizing Requirements:**

- No uncoated areas, runs, or excessive build-up
- 1. All threaded items to be cleaned and threads chased after galvanizing
- 2. Sharp edges to be ground smooth prior to coating

**Inspection & Testing:**

Coating thickness to be verified using calibrated magnetic thickness gauges

- 1. Testing in accordance with SANS 121 / ISO 1461 Section 6 (Sampling, Inspection and Acceptance Criteria)

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all dimensions must be verified on site before works commence. refer any discrepancies to the Engineer

REV	DESCRIPTION	DATE	BY	CHKD
8				
7				
6				
5				
4				
3				
2				
1				
0				
A	ISSUED FOR APPROVAL	25/03/03	RJ	AG
REV	DESCRIPTION	DATE	BY	CHKD

DESIGNED	R.J.
DRAWN	A.G
CHECKED	A. W.

CONSULTING ENGINEERS



P.O. BOX 336  
SWELLENDAM  
6740  
6 Station Street,  
Swellendam, 6740  
Tel: +27 (28) 472 0024  
www.tessengineers.co.za  
email: info@tessengineers.co.za

APPROVED BY:  
ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT:



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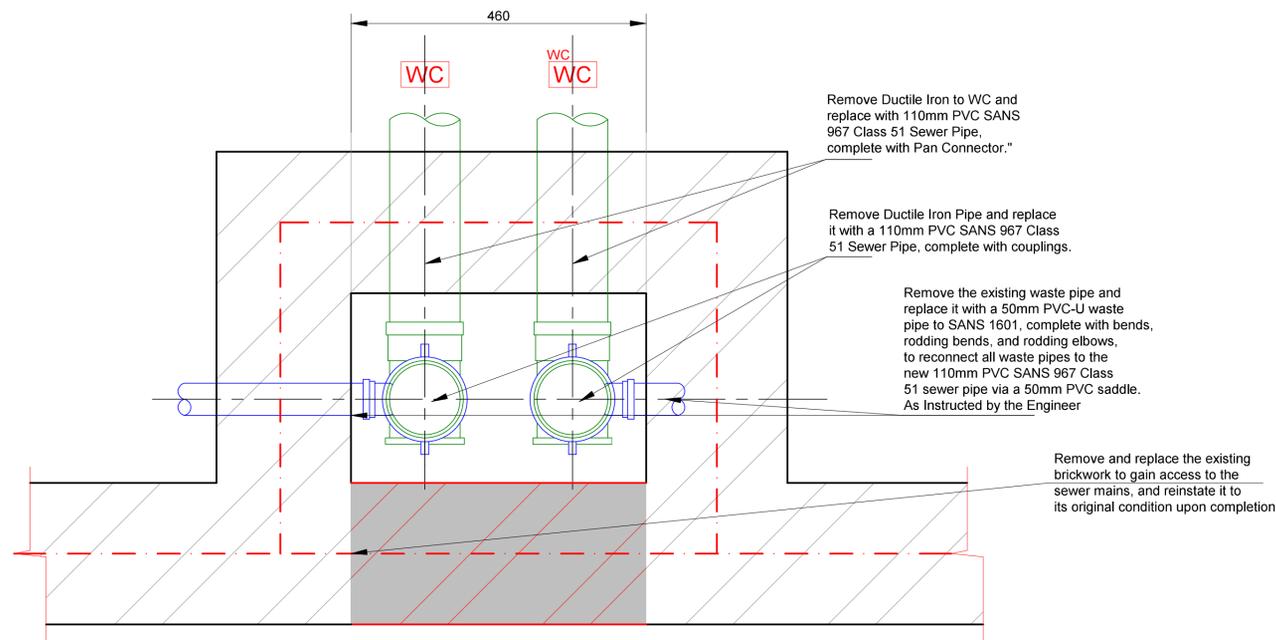
APPROVED BY:  
CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT:  
UPGRADING OF STORMWATER DRAINAGE

**STELLENBOSCH RENTAL FLATS**

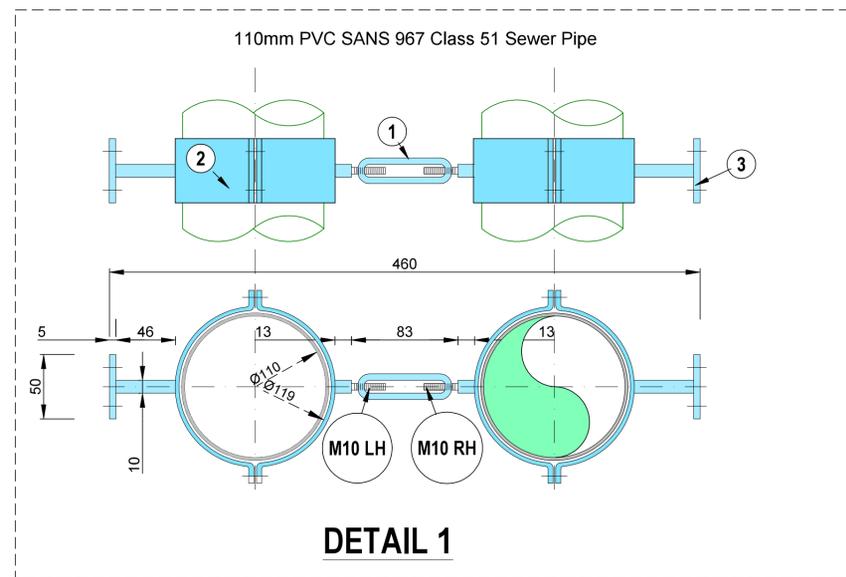
TITLE:  
TYPICAL DUCTILE IRON SEWER PIPE  
SERVICE SHAFT COVER DETAIL

SCALE: SHEET A1: Scale 1-10	SHEET SHEET No: 1 of 1
CONTRACT No: B/SM 50/23 ND.2	PROJECT No: 240012 - C
DRAWING No: <b>240012 - C - TSPCD -A</b>	

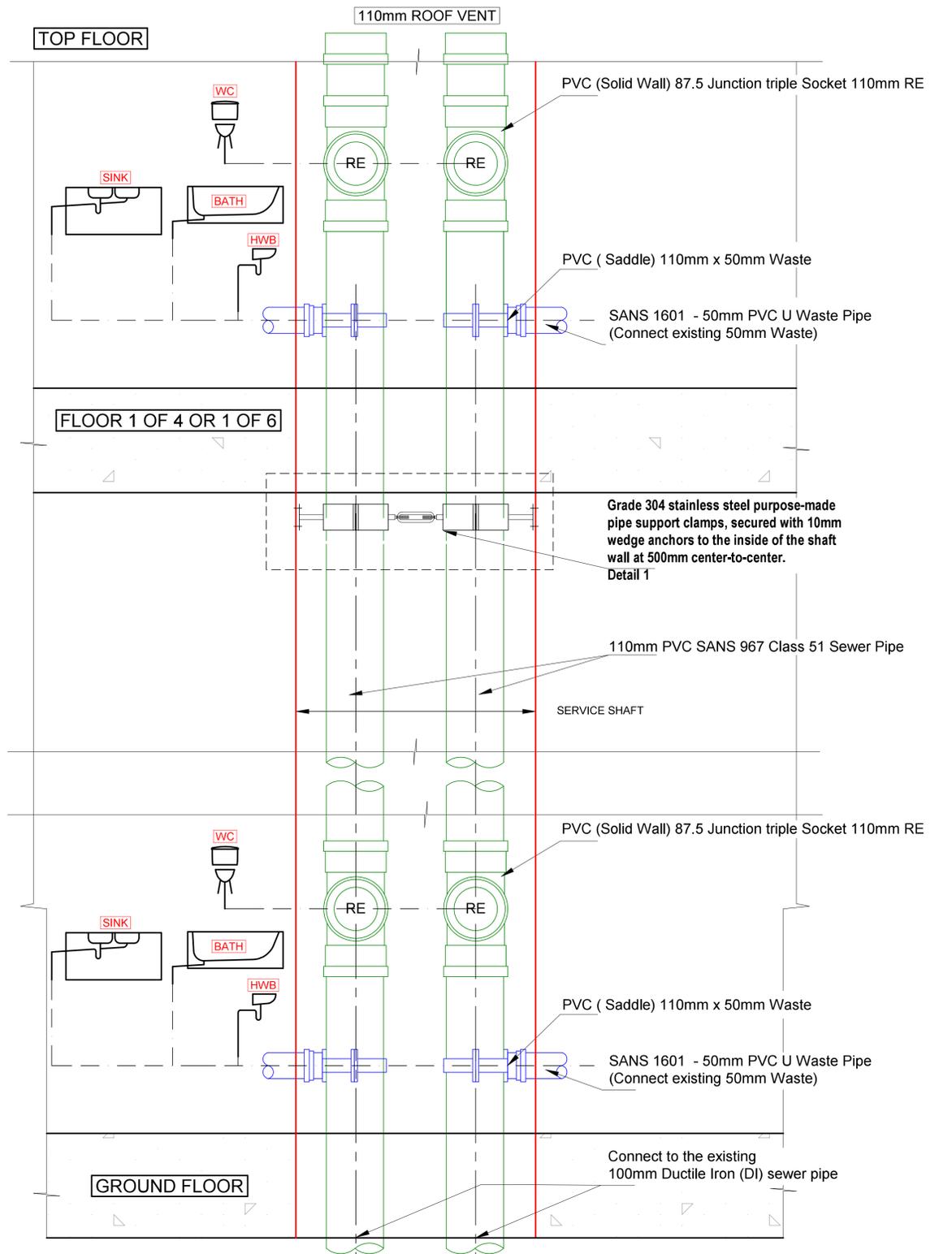


**SERVICE DUCT TOP VIEW**

Scale: 1: 5,5



- 1 ADJUSTABLE LH - RH TENSION BOLT
- 2 GRADE 304 STAINLESS STEEL SADDLE CLAMP WITH 4 X M5 STAINLESS STEEL BOLTS PER SADDLE
- 3 GRADE 304 STAINLESS STEEL 50 X 5 FLAT WITH 4 X M14 STAINLESS STEEL WEDGE ANCHORS



**SERVICE DUCT TOP VIEW**

Scale: 1: 5,5

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REVISIONS				

DESIGNED	R.J.
DRAWN	A.G
CHECKED	A. W.

CONSULTING ENGINEERS

**TESSENG**

P.O. BOX 238  
SWELLENDAM  
6740  
9 Station Street,  
Swellendam, 6740  
Tel: +27 (28) 472 0024  
www.tessengineers.co.za  
email: info@tessengineers.co.za

APPROVED BY: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT:

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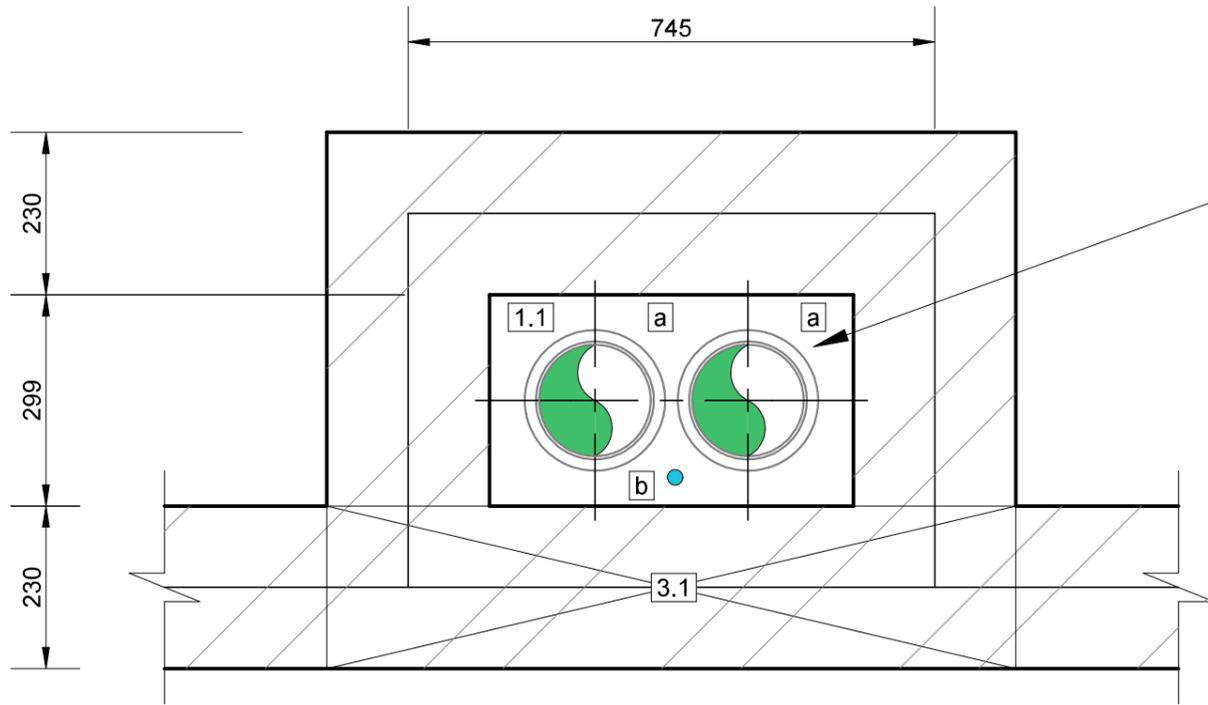
APPROVED BY: \_\_\_\_\_  
CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT:  
UPGRADING OF STORMWATER DRAINAGE

STELLENBOSCH RENTAL FLATS

TITLE:  
TYPICAL DUCTILE IRON SEWER PIPE  
REMOVAL & REPLACEMENT DETAIL

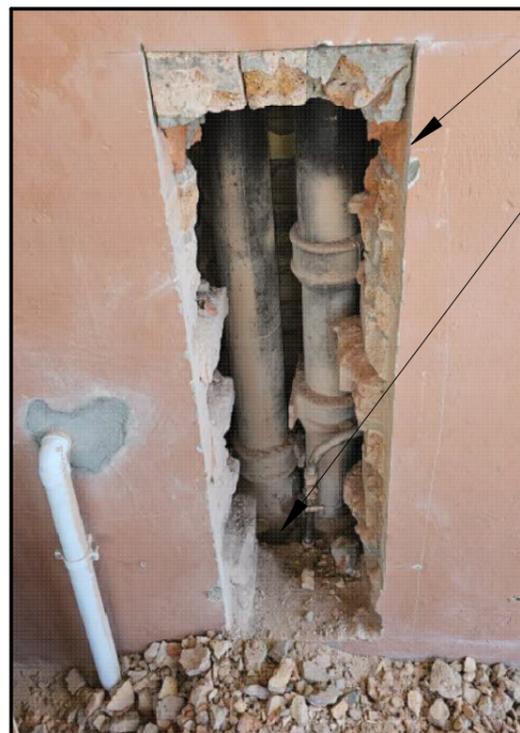
SCALE: SHEET A1: Scale 1- 10	SHEET SHEET No: 1 of 1
CONTRACT No: B/SM 50/23 ND.2	PROJECT No: 240012 - C
DRAWING No: <b>240012 - C - TSPD -A</b>	



**TYPICAL SERVICE SHAFT PLAN VIEW**

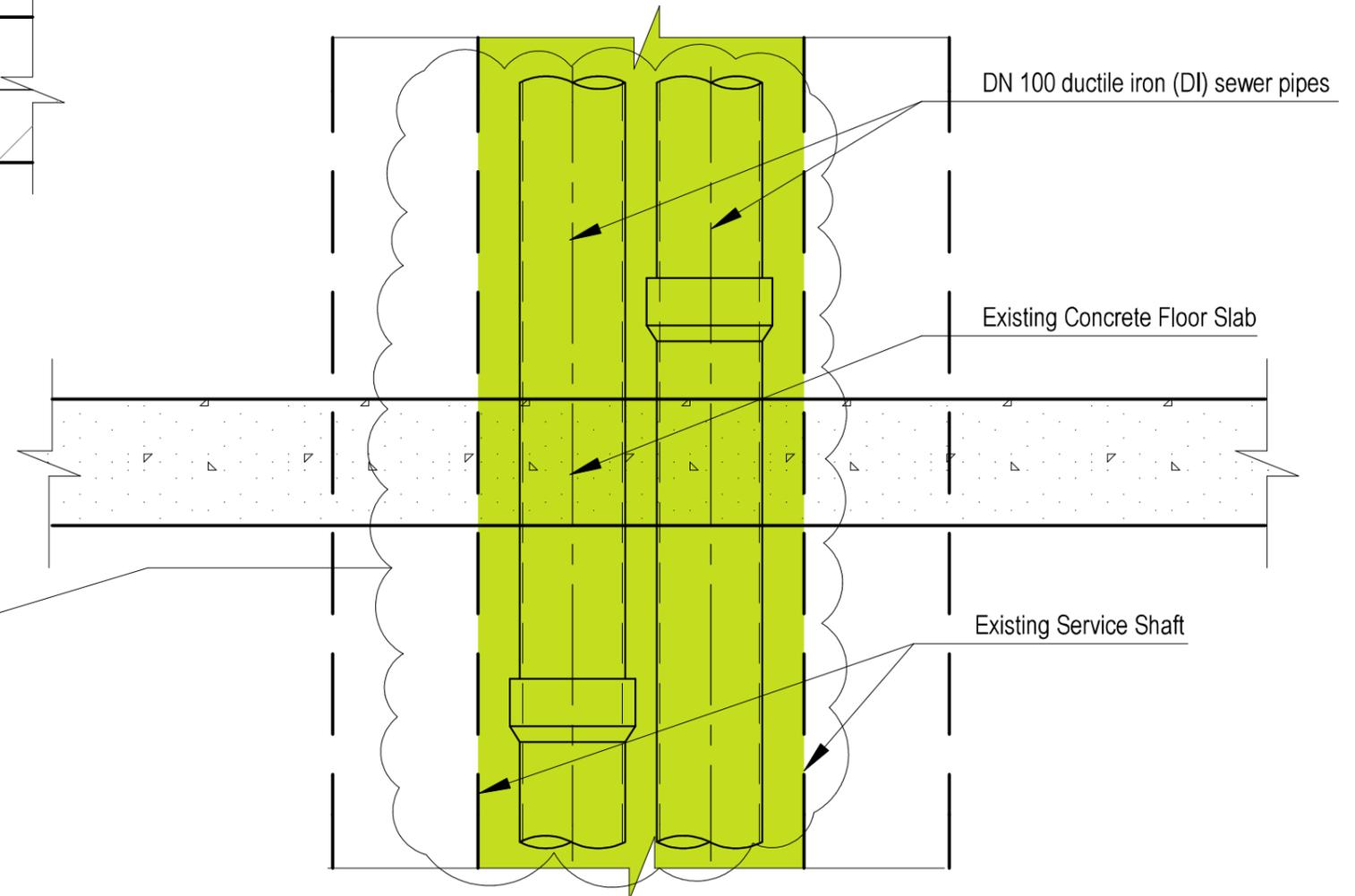
**Service Shaft Specification:**

1. Dimensions:  
1.1- 750mm x 300mm service shaft.
2. Contents:  
a- Two (2) DN 100 ductile iron (DI) sewer pipes accommodating internal wastewater connections from all apartments.  
b- Water supply pipes servicing apartments, installed within the same service shaft.
3. Access:  
3.1- Shaft do not allow maintenance access to both sewer ducts and water supply lines.



Access to the sewer & water pipes are only made possible by demolishing the service shaft wall

Sewer pipes passing through the existing floor slab, cast into the concrete floor slab



**TYPICAL SERVICE SHAFT ELEVATION**

**Drawing Revisions & Approvals:**

No	Details	Drawn By	Date
0	Issued for assessment report	RWJ	20/1/25

Approved by: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/2025  
Date

Consulting Engineer:



Client:



**STELLENBOSCH**  
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Project Name & Number:

**B/SM 50/23 ND.2  
STORMWATER &  
SEWER CONNECTIONS  
LAVANDA, AUORA & PHYLLARIA  
RENTAL FLATS**

Drawing Title

**TYPICAL SERVICE SHAFT  
WATER & SEWER**

Drawing No:

**240012-C-SSTD001**



Sheet Size & Scale:

**A3 - SCALE 1:10**

