

BID NOTICE

A PROFESSIONAL SERVICE PROVIDER TO ASSEMBLE A MULTI-DISCIPLINARY TEAM OF PROFESSIONALS IN TO UNDERTAKE A BROAD CONCEPTUAL URBAN DESIGN FRAMEWORK FOR A PORTION OF PORTION 7 OF FARM 527 AND REMAINDER FARM 527, STELLENBOSCH, AND TO OBTAIN TOWN PLANNING AND DEVELOPMENT RIGHTS

TENDER NUMBER: **B/SM 115/21**

DESCRIPTION: A professional service provider to assemble a multi-disciplinary team of professionals in to undertake a broad conceptual urban design framework for a portion of Portion 7 of farm 527 and remainder farm 527, Stellenbosch, and to obtain town planning and development rights

CLOSING DATE: **26 July 2021**

CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

INFORMATION:

Tender Specifications: Lester van Stavel (021 808 8462); email: Lester.Vanstavel@stellenbosch.gov.za/ Shaun October (021 808 8756); email: shaun.october@stellenbosch.gov.za

SCM Requirements: Jeanette Williams (021 808 8524); email : Jeanette.Williams@stellenbosch.gov.za

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

A compulsory virtual clarification Meeting will be held on **08 July 2021 at 10h00** via **Microsoft Teams**. Tenderers must ensure to download the App and give the municipality the necessary email address and cell phone number to lhs.admin@stellenbosch.gov.za at least 48 hours prior to the meeting (**06 July 2021 at 10h00**) to enable the department to setup a virtual meeting.

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with “**B/SM 115/21: A professional service provider to assemble a multi-disciplinary team of professionals in to undertake a broad conceptual urban design framework for a portion of Portion 7 of farm 527 and remainder farm 527, Stellenbosch, and to obtain town planning and development rights,**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

The preferential points system applied is as follows:

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

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

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;
6. Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 70% for the functionality in order to be further evaluated in terms of the preference point's system.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R228.00 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: B/SM 115/21 'N PROFESSIONELE DIENSVERSKAFFER (WORD BENODIG) OM 'N MULTI DISIPLINÊRE SPAN VAN PROFESIONELE KONSULTANT SPAN AAN TE STEL OM N BREE KONSEPTUELE STEDELIKE ONTWERP RAAMWERK OP TE STEL VIR GEDEELTE VAN GEDEELTE 7 VAN PLAAS 527 EN RESTANT VAN DIE PLAAS 527, STELLENBOSCH, EN OM DIE GRONDGESBRUIKS REGTE IN PLEK TE KRY

TENDER NOMMER: B/SM 115/21

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Kantoor Ure: 08h00-15h30

'n **Verpligte aanlyn inligtingsessie** sal gehou word op **08 Julie 2021 om 10h00**. Die verpligte inligtingsessie sal via die **Microsoft Teams-app** gehou word. Tendersaars moet toesien dat die app aflaai en die munisipaliteit die nodige e-posadres en selfoonnommer aan ihs.admin@stellenbosch.gov.za gee ten minste 48 uur voor die vergadering (**06 Julie 2021 om 10h00**) om die departement in staat te stel om op te stel 'n virtuele vergadering.

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.

Verseëlde tenders duidelik gemerk: **"BSM 115/21 N professionele diensverskaffer (word benodig) om 'n multi disziplinêre span van profesionele konsultant span aan te stel om n bree konseptuele stedelike ontwerp raamwerk op te stel vir gedeelte van gedeelte 7 van plaas 527 en restant van die plaas 527, Stellenbosch, en om die grondgesbruiks regte in plek te kry"** op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

Prys	80
BBSEB	20
Totale punte	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Funksionaliteit is van toepassing op hierdie tender. Tendersaars moet n minimum van 70 % behaal vir die funksionaliteit om verder geëvalueer te word in terme van die voorkeerpunte stelse

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R228.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



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PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 62):	
BBBEE LEVEL	

JUNE 2021

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Lester van Stavel
Manager Housing Development
Tel. Number: 021 8088462



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 115/21	CLOSING DATE:	26 July 2021	CLOSING TIME:	12H00
DESCRIPTION	A PROFESSIONAL SERVICE PROVIDER TO ASSEMBLE A MULTI-DISCIPLINARY TEAM OF PROFESSIONALS IN TO UNDERTAKE A BROAD CONCEPTUAL URBAN DESIGN FRAMEWORK FOR A PORTION OF PORTION 7 OF FARM 527 AND REMAINDER FARM 527, STELLENBOSCH, AND TO OBTAIN TOWN PLANNING AND DEVELOPMENT RIGHTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Jeanette Williams	CONTACT PERSON	Lester van Stavel
CONTACT PERSON	021 8088524	TELEPHONE NUMBER	021-808 8462
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	Jeanette.Williams@ Stellenbosch.gov.za	E-MAIL ADDRESS	Lester.Vanstavel@ Stellenbosch.gov.za
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 ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

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

DATE:

.....



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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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



19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

2.2 “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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



- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where:

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

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

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



5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

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

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



8. DECLARATION WITH REGARD TO COMPANY/FIRM

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



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- 9.4.5 forward the matter for criminal prosecution

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



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

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

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



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

5. CERTIFICATION

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

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

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



10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

Signature	Position	Date



12. 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:	



13. 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



14. SPECIFICATIONS

This TECHNICAL PROPOSAL document consists of the following sections:

1. Background
2. Scope and Objective
3. Conceptual Frameworks
4. Consultant Fees
5. Project Timeframe
6. Skill Transfer
7. Submission of Technical Proposal
8. Evaluation of Technical Proposal
9. Scoring of Functionality
10. Flow Chart indicating evaluation and appointment process
11. Annexure 1: Draft Feasibility Study of the Northern Extension

SECTION 1: EXECUTIVE SUMMARY

According to the Stellenbosch Municipality Integrated Development Plan (IDP) 2016/2017, "Stellenbosch faces a shortage of around $\pm 20\,000$ housing units".

In accordance with the housing need, Stellenbosch Municipality has identified a portion of land in Jamestown for residential purposes. A portion (3.9317ha) of this land has recently been developed for state subsidized housing that was completed in November 2016. The particular goal of this Technical Proposals is the delivery of additional state subsidized housing units, serviced sites for affordable housing (plot and plan), GAP housing units, high density units and high income housing for sale on the open market.

There is accordingly an urgent need for the Property to be developed so as to create an integrated residential environment, providing for a range of housing opportunities and choice by catering inter alia for the mix types of housing, together with appropriate public amenities. The Site Development Plan (SDP) must allow for, amongst others, mixed-use activity, variation of erf sizes, Services Sites, BNG housing, GAP (low, medium and high income), apartments and open market opportunities.

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SECTION 2: THE SITE

LOCATION

The subject property is located on the southern edge of the suburb of Jamestown, east of the R44 between Stellenbosch and Somerset West. It is flanked by an existing cemetery on its western boundary and a sports field located centrally on its northern edge. The site falls within an area characterized by medium to high-density residential as well as non-residential uses that serve the local community of Jamestown. The site in its regional location is indicated on Figure 1: Regional Location, below and its local context is indicated on Figure 3: Portion 7 of Farm 527 and Remainder Farm 527.

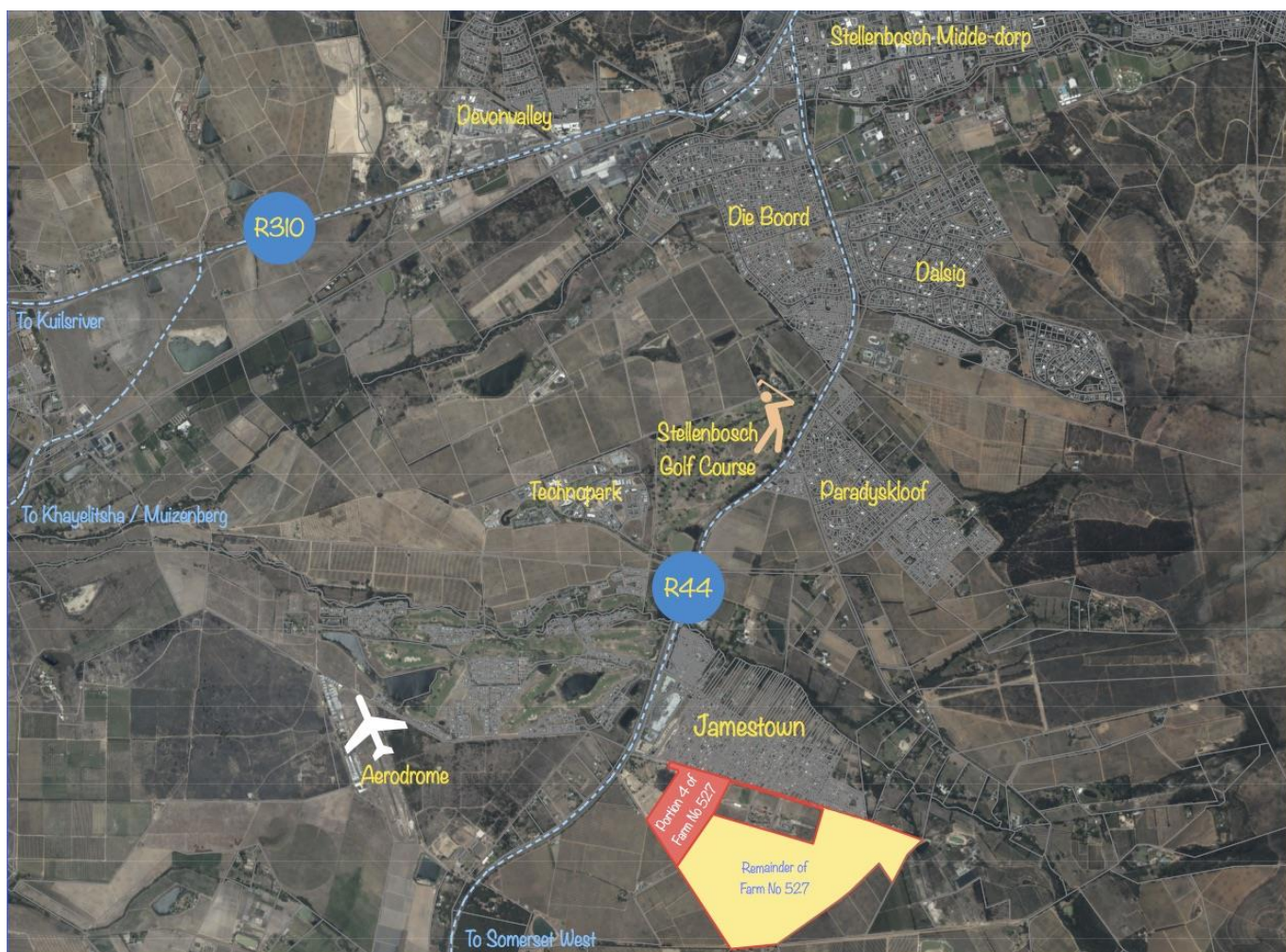


Figure 1: Portion 7 of Farm 527 & Remainder Farm 527: Regional Location

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Property description

Portion 7 of Farm 527

SG CODE	SIZE (ha)	ERF / FARM NUMBER	USAGE (not ZONING)
C06700000000052700007	18.8336	Portion 7 of Farm No 527	Predominantly vacant with detention pond and informal occupation

The site has been rezoned for residential purposes allowing for a mix of residential types. Phase 1 of the development consisting of 162 subsidised housing opportunities has recently (November 2016) been completed.

At a meeting of the Council of the Stellenbosch Municipality held on 30 May 2013, Council resolved, amongst others, as follows:

“(a) that Council’s resolution dated 28-02-2012 be rescinded and replaced as follows:

- i. that
the application for the subdivision of the property in terms of Section 25 of the Land Use Planning Ordinance, 1985, Ordinance 15 of 1985 (LUPO) be approved ...”*
- ii. that
the application for the rezoning of Portion 4 of the property in terms of Section 16 of the LUPO, be approved, to create a subdivisinal area ...”*

The Development Plan approved as part of this Council Resolution provided for the development to be completed in 3 Phases as indicated in Figure 2 below and **ANNEXURE 1** attached.

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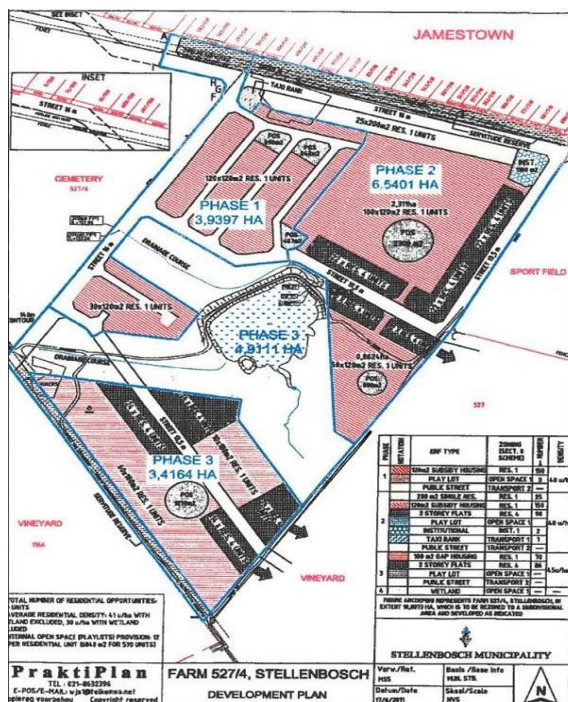


Figure 2: Approved Development Plan for Portion 4 of Farm 527

Remainder Farm 527

SG CODE	SIZE (ha)	ERF / FARM NUMBER	USAGE (not ZONING)	TITLE DEED NUMBER
C06700000000052700000	122.8054ha	Remainder Farm No 527	Predominantly vacant with reservoir and farmlands	STF6-3/1889

The Remainder of Farm 527 is zoned Agriculture and is currently and has historically been used for agricultural purposes, mainly for the cultivation of grapes.

The approved Municipal Spatial Development Framework, November 2019, indicated that the boundaries of the urban edge were extended which can now create more housing opportunities on the property.

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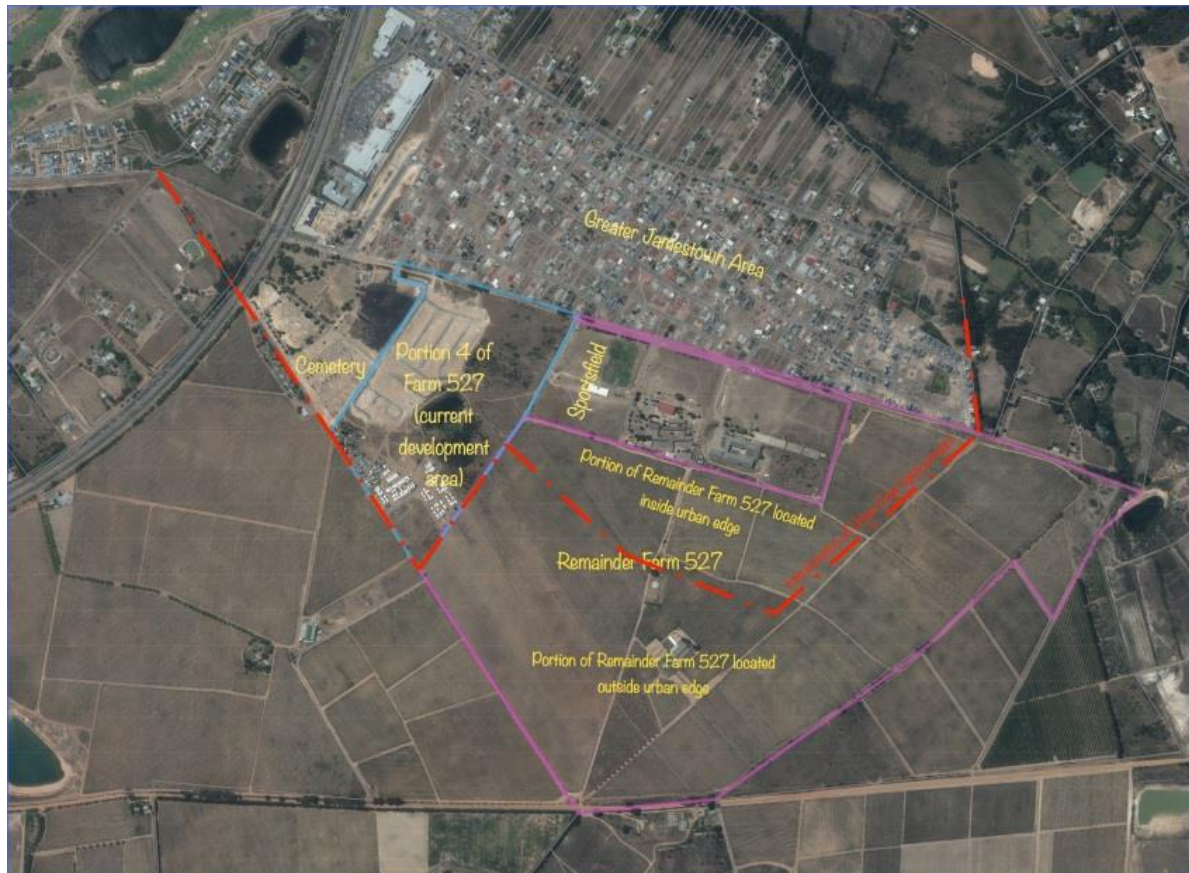


Figure 3: Portion 7 of Farm 527 and Remainder Farm 527

3.2 OWNERSHIP

Ownership of the property vests with Stellenbosch Municipality in terms of Certificate of Consolidated Title Number STF6-3/1889.

3.3 Current Zoning

The current zoning of this property is sub-divisional area with zoning for single residential use, streets and public open space. The land surrounding the property is residential, agriculture and open space.

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SECTION 4: MINIMUM BID REQUIREMENTS

4.1 The Proposed Development Concept / Framework

Phase 1 of the approved development on Portion 7 of Farm No 527 (state subsidy housing) has been completed (December 2016). This 3.9397ha portion of Portion 7 of Farm No 527 is there for excluded from this Proposed Development Concept / Framework.

Development rights have also been obtained for Phases 2 and 3 on Portion 7 of Farm 527 (site and service, 2-storey walk-ups, GAP housing, high income housing and public open space) and it is proposed that these two phases be made available simultaneously for development in the short to medium term.

The portion of Remainder Farm No 527 included in this Proposed Development Concept is zoned Agriculture and application therefor needs to be made to obtain development rights for urban / residential development. The development of this area (the new Phase 4) is therefor only possible in the medium to long term (as also indicated in the Stellenbosch Municipality Housing Pipeline (Annual Review) 2017). Because of the extent of the combined (expanded) development footprint, it will be required that the provision of community facilities be considered as part of this phase. It will also be required of the prospective bidder to do the necessary detailed feasibility studies and obtain the relevant planning and other approvals to enable township establishment for this phase of the development.

Two lease agreements are in place between the Stellenbosch Municipality and private individuals in respect of portions of Remainder Farm 527 earmarked for the proposed Phase 4 of the development. The lease agreements afford the Municipality the right to cancel the agreements (or amend them) should the land, or a portion of the land, be needed for *bona fide* municipal purposes. In such an event a 12 months' written notice should be served to allow the lessee ample time to gather his harvest. In order to allow for the development of the proposed Phase 4, the termination of these lease agreements will be initiated by the municipality on the appointment of a successful Bidder.

4.2 Housing Pipeline

The Stellenbosch Municipality Housing Pipeline (Annual Review) 2017 identifies the Jamestown Project as both an existing project (Phases 1, 2 and 3) for BNG and GAP housing development, as well as a proposed project (Remainder Farm 527 Jamestown (Phase 4)). No specific housing type is identified for the proposed project (Remainder Farm 527) and it is expected to be developed in the medium to long term (3 to 5 years and 5 to 10 years).

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Each Bid is expected to propose the development of new houses on the roughly 18.8ha of land that maximises the development potential and locational advantages of the land parcels as well as speak to the specific requirements of the full spectrum of housing demand in the municipality. Bidders are expected to familiarize themselves with these requirements and align their project proposals therewith. While all Bidders are encouraged to be creative and flexible in their approach, the following minimum targets must be met:

4.3 The Target Market and Beneficiaries

4.3.1 Target Area

For the purpose of this urban market, the catchment area is defined as the suburb of Jamestown and surrounding areas as well as the rest of the town of Stellenbosch and the Stellenbosch Local Municipal area.

4.3.2 Target market

In order to ensure that the intended target market benefit from this project and to avoid speculation in this property at the expense of this target group and the community at large, the successful Bidder will be required to target and give preference to purchasers meeting the following criteria and subject to the following conditions:

- state-subsidy housing beneficiaries are drawn from Council's official waiting list;
- preference must be given to qualifying purchasers falling within the income group categories indicated below;
- that preference be given to qualifying bona fide occupants and residents, living in the Jamestown and Stellenbosch area and thereafter the Stellenbosch Municipal Area and beyond; and
- that the sale of units be limited to one housing unit per beneficiary and that purchasers be required to be owner occupiers, and preferably first-time owners / buyers.

The supply of and demand for residential housing can be classified according to three income levels, namely lower, middle and high income. For the purposes of this Bid, the different income levels are categorized as follows:

- **Low income** refers to any household, which earns below R38 400 per annum. These households therefore earn less than R3 500 per month and qualify for a state housing subsidy.
- **Middle income** refers to any household, which earns between R38 001 and R307 200 per annum.

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- **High income** refers to any household, which earns above R307 201 per annum.

Currently local authorities are experiencing huge challenges to provide families earning in the so-called GAP market with affordable housing opportunities. This proposal call is thus earmarked to address this challenge and therefor the prospective Bidders must provide a wide range of housing options/tenure to accommodate the demand of income groups below:

- **Lower middle** income referring to any household, which earns between R38 401.
- **Middle income** referring to any household, which earns between R76 801 and R153 600 per annum.
- **Higher middle** income referring to any household, which earns between R153 601 and R307 200 per annum.

4.3.3 Type of housing envisaged

Notwithstanding the above, the Municipality has a database (waiting list) in excess of 18 200 persons requiring housing, in the form of either: -

- state subsidized houses for those with monthly incomes of less than R3 500;
- serviced sites (plot and plan) for those with monthly incomes exceeding R3 501 but not exceeding R7 000;
- state funded social housing (for the rental market); or
- affordable (GAP) housing units for those with monthly incomes exceeding R7001 but not exceeding R15 000.

In addition to those mentioned above, Bidders will be required to include high income houses to be sold on the open market in their proposals.

There is accordingly an urgent need for the Property to be developed so as to create an integrated residential environment, providing for a range of housing opportunities and choice by catering inter alia for the types of housing outlined above, together with appropriate public amenities as per the attached LUPO approval.

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1. SCOPE AND OBJECTIVES

The main objective is to undertake a Broad Conceptual Urban Design framework for a Portion of Portion 7 of Farm 527 and Remainder Farm 527, Stellenbosch, and to obtain town planning and development rights. It is required of the successful bidder to obtain planning and development rights in terms of applicable legislative Policies and by-laws of the Stellenbosch Municipality.

The successful bidder must take the following guidelines into consideration in order to successfully complete the scope of works.

2.1 Development Framework

- a) Continuously participate with the professional team (PSP's), including all relevant stakeholders in formalising urban design proposals for the proposed development. This includes, but not limited to a) residential, b) non-residential, c) public and private spaces and d) environmental and social considerations.
- b) Advise the Department on stage related impacts, risks and viability of the project.
- c) The Urban Designer must provide the Architect with the number and scope of typologies and assist the Architect in formulating architectural designs for a set number of residential typologies and densities to cover the preferred options in different household income categories.
- d) In collaboration with the Architect and Town Planners identify recent development initiatives in the field of human settlements that have relevance and evaluate these in order to draw lessons and examples of good practice that can where relevant be considered in this project. This also includes the review of alternative approaches, strategy, principles and prototypes for the subject properties.
- e) Consider and advise on Alternative Building Technologies (ABT) in consultation with the Architect in respect of constructability, maintenance and affordability in order to align to the urban design vision.
- f) Analyse the different development options in respect to a) financial and affordability calculations on an urban scale, b) stakeholder and project team input and c) strategic objectives of the Department.
- g) Prepare draft series of plans depicting the various development options with a recommendation, analysis and motivation on a preferred development option. This must be done in conjunction with the other relevant PSP's, depicting the results of all work done (as evidence) in addition to plans in support of the results.

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- h) Prepare final series of plans of development options and preferred alternative in response to Department's objective, community feedback and PSP inputs.
- i) Ensure that the final plan feeds into the development framework which will guide and inform the statutory processes.
- j) Provide possible solutions for the challenges by the land invasion that took place on a portion of the land. The scope and objective for this study needs to also address the challenges and provide solutions in order to accommodate the inhabitants on the property.

2.2 Layout

It is suggested that the proposed Site Development Plan allow for:

- Residential erven to front onto open space, ensuring improved surveillance as well as ensuring that green space becomes a positive element in the urban fabric;
- Mixed-use activity;
- Variation of erf sizes, allowing flexibility to the housing typologies that can be accommodated on the sites, thereby catering for a range of different income groups; and
- Medium - Higher density

What remains important is the overall objective of a mixed-income development, creating housing opportunities for the income categories identified below and a range of choice to prospective owners.

2.3 Access

The successful Bidder will be required to conduct a Traffic Impact Assessment (TIA) and implement its recommendations subject to approval by Stellenbosch Municipality.

In addition to the design principles listed below, proposed access arrangements must be sensitive to not creating a stand-alone development isolated from the existing urban development in the area.

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2.4 Landscaping

- Appropriate landscaping techniques and materials must be applied to create a livable, human-friendly environment that will not distract from the natural feel of the surrounds; and
- Care must be taken to ensure that both hard and soft landscaping provide for an environment that is both visually pleasing as well as low on maintenance. The use of alternative materials must be considered.

2.5 Design Principles

A safe community:

- Design principles should be focused on the creation of a safe environment by giving appropriate attention to, amongst others, passive surveillance, legibility and the interface between the public and private realms.

Permeability and Street Linkages:

- Permeability of the site at local neighborhood level should be achieved through street linkages with neighborhoods surrounding the site;
- The internal movement system should be planned to achieve maximum permeability and ensure that pedestrian movement through the site is efficient. The internal road layout of the site should reflect a clear urban structure that is legible, in which one should be able to orientate oneself; and
- Street names (Policy).

Integration:

- Non-residential land uses should be externalized as far as possible to ensure a healthy level of integration with the surrounding context by means of resource sharing.

2.6 Continuity

The development of the sites presents an ideal opportunity to integrate existing developed areas in order to reinforce continuity of the urban fabric. There are clear benefits relating to the infill of under-utilised land for this purpose. These include:

- Significant residential infill in a context where existing municipal bulk infrastructure and land is under-utilised. Thereby optimising available resources.

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- Promotion of safer urban environments. Generally, the utilisation of vacant and otherwise wasted space contributes to a safer residential environment. This is achieved through the elimination of loitering space for antisocial behaviour as well as the increase in surveillance brought about by additional frontages onto open space by residential infill.
- An increase in the tax rate base for the Local Authority as well as reduced operational costs for maintenance of under-utilised land.

2.7 Active street interfaces

- Any proposed layout should maximise positive interfaces within the residential environment. Where possible residential erven should be laid out to front onto open spaces ensuring improved surveillance as well as ensuring that green spaces become a positive element in the urban fabric.

2.8 Promotion of choice through variation of erf sizes

- Variation of erf sizes adds flexibility to the housing typologies that can be accommodated on the sites. Thereby catering for a range of different income groups is encouraged.

3. CONCEPTUAL FRAMEWORK

3.1 Overall Concept

- Integrative Urban Precinct: Given the location of the sites, development should display a complementary balance of uses.
- Economic Development: The development of an environment that is conducive to and encourages economic development is vital for the creation of a quality urban settlement.

3.2 Public Space

- **Integration of Public Spaces with Community Facilities:**
Proposed Public spaces should be integrated with community facilities and services. Linkages of facilities adjacent to public open spaces to allow for resource sharing between activities, thereby promoting 'place-making'.

- **Dignified Space Concept:**

Public spaces within the sites should act as focal points for social interaction that are responsive, attractive and comfortable to the community. Therefore, a key objective should be the creation of dignified public space precincts.

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- **Linkages between Public Spaces:**
Public Spaces should as far as possible be linked to one another via landscaped priority routes within the sites, thus creating a pleasant environment and enabling local end-users to easily navigate between public spaces.
- **Safe Human Environments:**
Public spaces should be externalised in order to promote exposure through increased visibility as well as added surveillance achieved through positive erf frontages.

3.3 Access and movement

- All roads and movement channels must be designed in accordance with the standards and norms of the Directorate: Engineering Services of Stellenbosch Municipality.
- Internal road configuration within the site should allow for maximum permeability, thereby enabling seamless movement throughout the sites.
- Non-motorized transport must be prioritized with the provision of bicycle lanes and routes and appropriately designed sidewalks.

4. PROJECT TIME FRAME

Stages listed hereunder are subject to availability of pre-approved funding, the required municipal preliminary timeframes are as follows:

<u>Stage Description</u>	<u>Completion (month & year)</u>
1. Project and Cash Flow Planning, Studies, Investigations & Assessments	September 2021 – September 2023
2. Additional Services Construction Monitoring	N/A

Consultant to indicate whether these timeframes are achievable, based on available current resources: failure to adhere to timeframes requirements may result in Consultants proposal being rejected.

Yes ☐ No ☐

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5. SKILLS TRANSFER

5.1 Skills Transfer

Municipal project manager to indicate whether skills transfer is applicable:

☒ Yes (Partially)

☐ No

If yes, provide reason and method:

The process to execute township establishments requires specific skills and professions and therefore the Service Provider will be required to present best practices and skills transfer to the different internal departments at the municipality. This will enable the different disciplines to broaden their skills and knowledge.

5.2 Reason why work has to be conducted by a consultant (tick applicable box)

- ☒ Specialized Work
- ☒ Capacity Constraints
- ☐ Other (specify below)

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



15. PRE-QUALIFICATION SCORE SHEET

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

Pre-qualification criteria

The Technical Proposal will be evaluated by at least five (3) officials, including the project manager for the project. The bidder must adhere to the pre-qualification criteria as set out below:

1) TENDERER EXPERIENCE

Description	Portfolio of Evidence to be submitted
The multi-disciplinary team has relevant experience in projects of a similar nature (3-5 years).	<p>The following must be provided:</p> <ol style="list-style-type: none"> 1. Name of projects; 2. References for previous work completed, specifying at least 3 urban design frameworks and 5 land use planning applications 3. Timeframe of each listed project

2) ORGANISATION AND STAFFING

Description	Portfolio of Evidence to be submitted
The organizational organogram must provide detail on the key personnel that will be assigned to this particular project.	Organogram chart/diagram/table, specifying designation and person assigned to the role

3) EXPERIENCE OF STAFF (ADEQUACY)

Description	Portfolio of Evidence to be submitted
Key staff have reasonable levels of projects specific education, skills, training and experience	CV's of all key staff working on this project as listed in schedule 3.

It should be duly noted that should the bidder must adhere to all the pre-qualification criteria (the bidder must adhere to all three categories), if not, the bidder will be considered non-responsive. A bidder that qualified in accordance with the pre-qualification criteria, will thereafter be evaluated in terms of the technical proposal.



2 Technical Approach (Functionality)

A scoring of at least 70% should be obtained by a bidder to qualify for the Points awarded for Price as stipulated in the tender document.

Technical Approach Plan:

- a) Scope of Work
- b) Approach / Methodology
- c) Time frames & Cash Flow Projections
- d) Project Deliverables

The bidder is required to submit the tender approach plan as per the separate headings as stipulated above. This technical approach plan must be clearly indicated in the index of the bid document.

3 Scoring of functionality (to be done by Municipal officials)

The following criteria will be evaluated and a minimum score of 70% must be obtained for the technical approach plan:

TECHNICAL APPROACH

SCORE APPLICABLE

Scoring scale	Description	Evaluation scoring
POOR (SCORE 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.	



Scoring scale	Description	Evaluation scoring
SATISFACTORY (SCORE 70)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.	
GOOD (SCORE 90)	Besides meeting the “satisfactory” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has knowledge of national best practice approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	
VERY GOOD (SCORE 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of international state-of-the-art/smart city approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	

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



16. 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			



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

CURRENT CONTRACTS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED	
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
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Attach additional pages if more space is required.

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



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

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

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
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Attach additional pages if more space is required.

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

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CAPACITY		DATE	
NAME OF FIRM			



19. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



KEY PERSONNEL AND PRICING SCHEDULE

The tenderer must have the following key personnel in its employment or alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled **Key Personnel**.

Important: Please be advise that the pricing schedule below must be priced all-inclusive of travelling and other disbursements cost according to achieved the deliverables.

Scope of Works for Key Personnel (Project Manager & Sub-consultants)

PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
Project Manager	Project Management & Administration (Includes Environmental Control Officer)	<ul style="list-style-type: none"> Undertake overall Project Management of project up to the obtaining of development rights Appoint, manage and remunerate sub-consultants as needed Prepare the Project Implementation Plan Arrange and manage Monthly Progress Meetings with key stakeholders (including the taking and distribution of minutes of these meetings) Provide Progress Reports on a monthly basis Prepare and update Gantt Chart Programme for overall project 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		<ul style="list-style-type: none"> Prepare (with relevant PSP input) and submit Project Feasibility Report (PFR) Prepare (with relevant PSP input) and submit Project Implementation Readiness Report (PIRR) 	
Sub-Consultant - Town Planner (Urban Designer & Architect to price separately below)	Development of a Site Development Plan	<ul style="list-style-type: none"> Prepare a Site Development Report depicting at least three (3) different development options, including: various housing typologies. The various density options and the approximate number of sites from each housing typology, as well as other land uses should also be presented, analysed and a final recommended option motivated in this report Compile a final Site Development Plan (SDP) based on the above report that encapsulates the results of all work done as well as a motivation for a selected layout design 	
	Layout Development	<ul style="list-style-type: none"> Prepare draft Layout based on approved Site Development Plan for comment by stakeholders 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		<ul style="list-style-type: none"> Prepare and finalize draft Layout for the statutory process (LUPA) 	
	LUPA Draft Application	<ul style="list-style-type: none"> Draft a detailed Integrated Statutory Process Plan Submit and obtain approval of draft layout based on the SDP Prepare final layout 	
	LUPA Application	<ul style="list-style-type: none"> Prepare and submit LUPA Application Provide inputs during public comment period Manage public participation process as needed 	
	LUPA Approval	<ul style="list-style-type: none"> Obtain final approval and all necessary development right 	
	DHS Approval Applications	<ul style="list-style-type: none"> Provide input in and assist with the drafting of the Project Feasibility Application (PFR) Provide input in and assist with the drafting of the Project Implementation Readiness Report (PIRR) 	
Sub-Consultant – Urban Designer		<ul style="list-style-type: none"> Assist the Town Planner in the development of the Site Development Plan (SDP) by formulating urban design principles and by providing an 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		urban design input into the development of the SDP <ul style="list-style-type: none"> Participate in the evaluation of the various development options, specifically review the residential typologies against the overall project goals, and provide input into the selection of a final SDP and layout Ensure that the Urban Design inputs provided are in line with the DoHS's Strategic Goals Ensure that the Urban Design inputs provided meets the needs of the Stellenbosch Municipality Assist in the Development Facilitation with stakeholder management and social facilitation such as facilitating community participation in the Urban Design planning processes as required 	
Sub-Consultant – Architect		<ul style="list-style-type: none"> Design housing orientation and placement options as input into SDP and final layout 	
Sub-Consultant	Environmental	<ul style="list-style-type: none"> Undertake a Baseline 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
– Environmental Practitioner	Investigation & NEMA Approval Process	<p>Environmental Analysis as input into Site Development Plan</p> <ul style="list-style-type: none"> Develop Land Determination as input into Site Development Plan Prepare a detailed Integrated Statutory Process Plan as input into Site Development Plan process Provide inputs and response with regard to objections and comments originating from the LUPA approval process Complete and submit Environmental Authorisation (EA) application Prepare and submit Draft Scoping Report, including Plan of Study for EA Submit Final Scoping Report to DEADP and obtain approval thereof Prepare and submit a Draft Environmental Impact Report and Environmental Management Plan Compile Final Environmental Impact Report and Final 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		Environmental Management Plan and submit to DEADP <ul style="list-style-type: none"> Obtain Environmental Authorisation 	
Sub-Consultant – Heritage Specialist	Water Use License Process (Includes Specialist Studies & WULA License)	<ul style="list-style-type: none"> Prepare and submit Water Use License Application (WULA) to DWA Obtain approval for WULA Precise specialist studies dependent on site conditions 	
Sub-Consultant – Contour Survey (Includes Pegging and Examination Fees)	Land Surveyor (Sub-consultant to be appointed)	<ul style="list-style-type: none"> Prepare a Base Map with Cadastral information, Ortho-photos and detailed Site Survey Prepare Contour Map with 2m Contour Intervals Undertake the Survey, mapping and demarcation of existing structures, services and land uses on site Undertake and manage Land Survey and pegging of site boundaries Submit General Plan to Office of Surveyor General for approval (attend to all relevant matters to secure approval and open 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		Township Register) <ul style="list-style-type: none"> Manage Land Surveyor Examination fees (Payable to Surveyor General) 	
Sub-Consultant – Stakeholder Management Expert	Stakeholder Management	<ul style="list-style-type: none"> Draft a Social Compact Agreement Compile a Schedule of Interested and Affected Parties (I&Aps) Review the Socio-economic Survey undertaken by Stellenbosch Municipality and produce a report with recommendations Identify and manage community related risks to the successful execution of the project Facilitate the transfer of relevant project information and obtain the necessary inputs from the community in terms of needs, expectations and options Facilitate community approval and consensus relating to: <ul style="list-style-type: none"> Housing Typologies Site Development Plan Draft Layouts Take minutes of all stakeholder meetings 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		<ul style="list-style-type: none"> Undertake Dispute Resolution where necessary 	
Sub-Consultant – Agricultural Expert	Agricultural Potential Investigation	<ul style="list-style-type: none"> Undertake Preliminary studies to determine possible agricultural potential and the demarcation of areas with high agricultural value Produce Agricultural Potential Report and provide input into Site Development Plan 	
Sub-Consultant – Civil Engineer	Bulk Services Investigation & Preliminary Designs	<ul style="list-style-type: none"> Prepare Bulk Services Report as input into Site Development Plan Facilitate the Preliminary Geotechnical Site Investigation and assist in preparing the Geo-Tech 1 Report Facilitate the Detailed Geotechnical Site Investigation and assist in preparing the Geo-Tech 2 Report Assist with the preparation of the Geotechnical Motivation Report Draft Preliminary Designs submission for internal services including cost estimates Compile Final Preliminary Designs 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		submission including cost estimates and report <ul style="list-style-type: none"> • Compile Services Report for LUPA submission • Obtain formal Council approval of all preliminary designs and reports • Provide input and responses with regard to LUPA objections and comments • Prepare application for Bulk Funding if necessary • Draft Outline Specifications • Undertake Structural investigation of existing buildings and provide recommendations and costings where repairs/ upgrades are required • Provide Structural designs as needed (foundations, first floor, masonry, roof, etc.) 	
Sub-Consultant – Electrical Engineer	Bulk Services Investigation & Preliminary Designs	<ul style="list-style-type: none"> • Assist with the preparation of the Bulk Services Report as input into Site Development Plan and layout • Draft Preliminary Designs submission for internal services (Electrical) including cost 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		<p>estimates</p> <ul style="list-style-type: none"> • Compile Final Preliminary Designs (Electrical) submission including cost estimates and report • Assist with the compilation of the Services Report for LUPA submission • Assist in obtaining formal Council approval of preliminary designs (Electrical) and reports • Provide input and responses with regard to LUPA objections and comments • Assist with the preparation of application for Bulk Funding if necessary • Undertake Electrical investigation of existing buildings and provide recommendations and costings where repairs/ upgrades are required 	
Sub-Consultant – Geotechnical Engineer	Bulk Services Investigation & Preliminary Designs	<ul style="list-style-type: none"> • Assist with the preparation of the Bulk Services Report as input into the Site Development Plan and final layout • Undertake Preliminary Geotechnical Site Investigation and 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		<p>prepare Geo-Tech 1 Report</p> <ul style="list-style-type: none"> Undertake Detailed Geotechnical Site Investigation and prepare Geo-Tech 2 Report Prepare Geotechnical Motivation Report Assist with the drafting of Preliminary Designs submission for internal services including cost estimates Assist with the compilation of the Final Preliminary Designs submission including cost estimates and report Assist with the compilation of the Services Report for LUPA submission Facilitate the obtaining of formal Council approval of all preliminary designs and reports Provide input and responses with regard to LUPA objections and comments Assist with the preparation of application for Bulk Funding if necessary Assist with the drafting of 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
		Outline Specifications <ul style="list-style-type: none"> Assist with the preparation of detailed estimates of construction costs for all services (Internal & Bulk) Assist with the preparation and submission of a Storm-water Management Plan to relevant authority and help obtain approval Assist in the preparation and submission of Design Report to relevant authority and help obtain approval thereof Assist with the preparation of Construction Drawings 	
Sub-Consultant – Geotechnical Engineer	Flood Line Determination	<ul style="list-style-type: none"> Undertake necessary fieldwork and surveys Draft Storm-water Management Plan for submission to relevant Municipality for comment Prepare Final Storm-water Management Plan incorporating all relevant comments Delineate 1:50-year and 1:100-year Flood Lines on the Site Development Plan as input in the layout design process 	
Sub-Consultant	Traffic	<ul style="list-style-type: none"> Road Network 	

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PSP / Sub-Consultant	Activity / Work Description	Work to be Performed / Deliverables	Total Cost (R)
– Traffic Engineer	Investigation	Planning, and obtain municipal approval thereof • Prepare Road Network Plan • Traffic counts at relevant intersections • Prepare and submit a Traffic Impact Assessment (TIA) Report • Obtain approval of the Traffic Impact Assessment Report (TIA)	
Sub-Consultant – Market Analyst		• Undertake a market potential study which include a specific housing market analysis applicable to Stellenbosch Municipal area. • Determine the income target markets of the study area.	

SUB TOTAL: R
15% VAT R
TOTAL R

Where required, the professional registration numbers of the key personnel must be indicated on Schedule 7 (page 58-59) titled **Key Personnel**, Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this **Schedule 7** (page 58-59). Please provide proof (Hard copies).

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who adhere to the minimum requirements and then only with the approval of the Stellenbosch Municipality.

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20. 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.

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WITNESS 1		WITNESS 2	