

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 27/23 PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD HOC APPOINTMENT OF A PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FROM 1 JULY 2023 UNTIL 30 JUNE 2026

TENDER NUMBER: **B/SM 27/23**

DESCRIPTION: **PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD HOC APPOINTMENT OF A PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FROM 1 JULY 2023 UNTIL 30 JUNE 2026**

CLOSING DATE: **27 June 2023**

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

CIDB : The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 3EP or higher. CIDB ,It is only applicable to part 1 of the tender document.**

INFORMATION:

Tender Specifications: Mark Benson at 021 808 8770:e-mail: Mark.Benson@ Stellenbosch.gov.za

SCM Requirements: Jeanette Williams at 021 808 8524 e-mail: Jeanette.Williams@ Stellenbosch.gov.za

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

A Compulsory Clarification Meeting will be held on **06 June 2023 at 12:00 at Stellenbosch Municipality Council chambers . The addresses are given below:**

Location: **Stellenbosch Municipality
Plein Street
Stellenbosch
7599**

Tenderers who fail to attend the compulsory information session will be regarded as non-compliant. In the event of a Joint Venture, one of each company must attend the site meeting.

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

Sealed Tenders, with “**B/SM 27/23: PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD HOC APPOINTMENT OF A PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FROM 1 JULY 2023 UNTIL 30 JUNE 2026**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 399.00 per document.

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

G Mettler (Ms)

MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 27/23 AFDELING 1: JAARLIKSE ELEKTRISITEITS NETWERK AKTIWITEITE. AFDELING 2: DIE VOORSIENING VAN PRIVAAT GEWAPENDE SEKURITEITS DIENSTE VIR DIE BEVEILIGING VAN MUNISIPALE INFRASTRUKTUUR BINNE DIE STELLENBOSCH WC024 AREA VANAF 1 JULIE 2023 TOT EN MET 30 JUNIE 2026

TENDER NOMMER: B/SM 27/23

BESKRYWING: AFDELING 1: JAARLIKSE ELEKTRISITEITS NETWERK AKTIWITEITE. AFDELING 2: DIE VOORSIENING VAN PRIVAAT GEWAPENDE SEKURITEITS DIENSTE VIR DIE BEVEILIGING VAN MUNISIPALE INFRASTRUKTUUR BINNE DIE STELLENBOSCH WC024 AREA VANAF 1 JULIE 2023 TOT EN MET 30 JUNIE 2026

SLUITINGSdatum: 27 Junie 2023

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

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **3EP** of hoër hê. **CIDB, dit is slegs van toepassing op deel 1 van die tenderdokument.**

NAVRAE:

Tender spesifikasies: Mark Benson by 021 808 8770: e-pos: Mark.Benson@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams by 021 808 8524 e-pos: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingssessie sal gehou word op 06 Junie 2023 om 12:00 by Stellenbosch Munisipaliteit Raadskamers gehou word. Die adresse word hieronder gegee:

Location: Stellenbosch Municipality
Plein Street
Stellenbosch
7599

Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëde tenders duidelik gemerk: **"BSM 27/23 AFDELING 1: JAARLIKSE ELEKTRISITEITS NETWERK AKTIWITEITE. AFDELING 2: DIE VOORSIENING VAN PRIVAAT GEWAPENDE SEKURITEITS DIENSTE VIR DIE BEVEILIGING VAN MUNISIPALE INFRASTRUKTUUR BINNE DIE STELLENBOSCH WC024 AREA VANAF 1 JULIE 2023 TOT EN MET 30 JUNIE 2026"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. 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 and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

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

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

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R 399.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 27/23

**PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND
PART 2: AD HOC APPOINTMENT OF A PRIVATE ARMED SECURITY SERVICE
FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FROM
1 JULY 2023 UNTIL 30 JUNE 2026**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price: PART 1 (Inclusive of VAT) (refer to page 79):			
Total Bid Price: PART 2 (Inclusive of VAT) (refer to page 112):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: May 2023

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mark Benson
**Manager: Planning, Design,
Construction & Services**
Tel. Number: **021 808 8770**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

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NAVRAE:

Tender spesifikasies: Mark Benson by 021 808 8770: e-pos: Mark.Benson@stellenbosch.gov.za
Vkb vereistes: Jeanette Williams by 021 808 8524 e-pos: Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **06 Junie 2023 om 12:00** by Stellenbosch Munisipaliteit Raadskamers gehou word. Die adresse word hieronder gegee:

Location: Stellenbosch Municipality
Plein Street
Stellenbosch
7599

Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëelde tenders duidelik gemerk: **"BSM 27/23 AFDELING 1: JAARLIKSE ELEKTRISITEITS NETWERK AKTIWITEITE. AFDELING 2: DIE VOORSIENING VAN PRIVAAT GEWAPENDE SEKURITEITS DIENSTE VIR DIE BEVEILIGING VAN MUNISIPALE INFRASTRUKTUUR BINNE DIE STELLENBOSCH WC024 AREA VANAF 1 JULIE 2023 TOT EN MET 30 JUNIE 2026"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die 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 and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.



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

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

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametrooi van **R 399.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM27/23	CLOSING DATE:	27 June 2023	CLOSING TIME:	12:00
DESCRIPTION	PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD HOC APPOINTMENT OF A PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FROM 1 JULY 2023 UNTIL 30 JUNE 2026				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance (SCM)	CONTACT PERSON	Mark Benson
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8770
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Mark.Benson@stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

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



2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDDING POINTS FOR LOCALITY)	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the 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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				



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

NB:

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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



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

2. DEFINITIONS

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

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

80/20 or **90/10**

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

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

80/20 or **90/10**

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

P_{max} = Price of highest acceptable bid

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



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

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

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

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



6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

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

8. SUB-CONTRACTING

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

(**Tick applicable box**)

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

8.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the a **NB!** Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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



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Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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

11. 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:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



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15. 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



16. SPECIFICATIONS

PART 1

SPECIFICATIONS PART 1: ANNUAL ELECTRICAL LABOUR TENDER

1. INTRODUCTION

Stellenbosch Municipality hereby wishes to appoint suitable qualified suppliers to provide the municipality with labour for the installation of equipment on the LV and MV electrical networks. The tender will include the hiring of qualified and experienced personnel for network maintenance, service connection installations as well as the servicing of these service connections as and when needed. A bidder may bid on both part 1 and part 2 of this bid, if suitably qualified. Alternatively, it is not compulsory to bid on both part 1 and part 2, should a bidder bid on part 1 only all rates for that specific part must be completed in full. This is also applicable if a bidder bids on part 2 only.

2. BACKGROUND

The Electricity department intends to award a three-year contract for the supply of labour on contract basis in order to assist with capital and operational works including upgrading of the LV and MV electrical networks in the supply areas of Stellenbosch and Franschhoek.

The labour will be required as and when needed, this might include emergency work after hours in extreme cases. Bidders must supply their own tools, equipment and protective clothing as required for their personnel.

3. SCOPE OF TENDER

The scope of work to be covered during this assignment shall include all the items mentioned in the pricing schedule as follows:

- 3.1. Trenching, laying of cables, planting of streetlight poles, building of LV overhead lines, installation of service connections as and when required. All the relevant material shall be issued by the Municipality. Quantities and all project requirements shall be determined on site as each project will differ from each other. Most network equipment shall be newly supplied for installation. In some instances, refurbished equipment will be supplied for custom maintenance projects where needed.
- 3.2. Equipment installed and all work to be performed shall comply with all relevant NRS and SANS codes for LV, MV installations and the Occupational and Health Safety Act as amended. New equipment shall be installed as per the manufacturer's specifications and all equipment shall be installed as per NRS and SANS standards.
- 3.3. The scope of works shall include the removal of existing (redundant) equipment, collection of old equipment and delivery to the Electrical stores.
- 3.4. New or refurbished equipment and material shall be issued by the Municipality of Stellenbosch at no charge to the bidder, depending on the actual projects, for installation by the successful Bidder/s' as specified in this tender.



- 3.5. The successful bidder will be required to complete and submit wayleave applications to Infrastructure Services, Development Services division. The submission must include drawings of the proposed work. Works can only commence on approval of the wayleave application.
- 3.6. Part of this tender is the repairs of paving and road crossings, which must be done to the Stellenbosch Municipality's Infrastructure Services (Roads Department's) specifications. It would be required from the Bidders to familiarize themselves with the specifications, including latest amendments, if any, before submitting the tender document. Please note in the case of all paving / road repair and trenching for cables, the required backfill materials will be issued by the Municipality on site at no cost to the Bidders.
- 3.7. Once the work has been completed, "as built" drawings shall be compiled, and it will be required from the Bidders to assist with the drawing up of as-build drawings in the case of new / or replacement network infrastructure. The Municipality uses AutoCAD format for its network drawings and bidders shall submit any required information in this format where applicable. Design drawing types would include general arrangements, electrical schematics, integrating with existing systems diagrams and cable joints exact positions.

4. SPECIAL CONDITIONS OF TENDER

- 4.1. A minimum of 5 bidders and a maximum of ten (10) bidders that meet the requirements of this tender will be registered on a panel / roster for the duration of the contract period.
- 4.2. Requests to submit proposals to qualifying bidders registered on this roster/panel will be issued by the user department from time to time during the duration of the contract period.
- 4.3. The successful bidder will receive separate orders per project based on predetermined quantities verified on site before work commences.
- 4.4. All supporting documents and specifications must be included in the tender and attached at the back of this tender document.
- 4.5. This tender document must not be dismembered (do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.
- 4.6. Bidders are required to indicate a rate per item, as found on the pricing schedule. These rates must be fixed for the contract period and be VAT inclusive.
- 4.7. Each item on the schedule of prices shall be priced. Prices must be inclusive of VAT.
- 4.8. The successful tenderers shall supply an approved safety plan before the commencement of any work.
- 4.9. Sub-contractor:

Bidders must indicate if any sub-contractors will be appointed for this contract. Please note that the sub-contractor shall meet the full requirement of the applicable sections of the tender and will be evaluated in terms of the functionality criteria below. All relevant information for the sub-contractor must be included in the tender.



4.10. Local Labour

It is required that local labour must be appointed by the successful bidder. Unskilled work force to make up 100% of the local labour while semiskilled shall be a minimum of 10% local labour as and when required.

4.11. Stellenbosch Municipality does not bind itself to accept the lowest bidder, or any tender.

4.12 Price will contribute 80 points, B-BBEE status level of contribution = 10 points and Locality Total=10points. The price and B-BBEE contribution points =100

5. EVALUATION OF TENDERERS

Bidders who do not comply with section 5 (Evaluation of Tenderers) will be considered non-compliant.

No	Criteria description	Compliance required
5.1	A valid letter of good standing from the office of the Compensation Commissioner in terms of the Compensation fund. (Include proof of letter of good standing)	Yes
5.2.	<p>A list of vehicles, tools, and equipment which the bidder has in its possession, or, has access to for the duration of this tender. <i>A list of vehicles, tools and equipment is detailed in Annexure A, this list will be used to evaluate bidders and should be completed in full so that the bidder can be evaluated accordingly. Should the bidder not have any one of these items or access to any one of these items, they will be deemed non responsive and therefore non-compliant.</i></p> <p>(Include the following: copies of vehicle registration, specification of vehicle with accessories. recent photos of each.</p> <p>in the case of crane mounted trucks / trucks. copies of vehicle registration specification of trucks and cranes NATIS compliance certificate for truck. OHS Act compliance certificate for crane. Recent photos of each. Certificates for all rigging equipment issues with crane trucks. List of hand tools available for projects. List of power tools, including compacting equipment for backfilling of trenches; include photos. Safety equipment on vehicles, i.e., first aid kits, fire extinguishers.)</p>	Yes
5.3	Evaluation shall be based on the positive response of a minimum of 3 contactable references. Only suitably qualified contractors who had successfully completed 3 similar projects of this nature are eligible to submit tenders.	Yes
5.4	Bidders must have minimum of three (3) years' experience in similar projects	Yes



No	Criteria description	Compliance required
	and must attach copy of personnel CV's as well as ECA accreditation	
5.5	Responsible persons – working in close proximity of live substations and parts on LV, MV networks. The successful Bidders must have a Responsible Person in his/her employment that has a valid Operating Regulations for High Voltage Systems (ORHVS) certificate in order to be further evaluated for this tender. Proof of such accreditation must be submitted with the tender document. This person /s must have a minimum 3 years experienced in supervision of projects inside and at close proximity to underground cables, substations/live switch yard areas and overhead lines (LV and MV) and must be familiar with the dangers and safety procedures required in such areas.	Yes
5.6	Bidder's experience in similar work successfully completed. Bidders must include copies of qualifications in the case of Qualified Distribution Network Electricians, three (3), Linesmen, two (2) and Cable Jointers, one (1) in the employment of the Bidder who will be working on the projects.	Yes
5.7	The tender rates shall be evaluated based on quantities determined from previous project information as well as projected future requirements. The Bidder with the lowest overall rate (based on selected quantities) shall gain the highest point on prices offered.	Yes
5.8	Each Bidder must guarantee their workmanship and supplied products (if any) for a period of twelve months from date of installation. All flaws, poor workmanship, or faulty installations subsequent to the hand-over of each site shall be rectified and corrected at the Bidder's own cost.	Yes
5.9	Schedule of references It is compulsory that the schedule of Contactable References as provided in this tender be completed in full and must accompany each proposal. Please complete the schedules in the format indicated in the tender document. Separate schedules may be attached with the returnable documents.	Yes
5.10	Companies Organizational Structure. (Include copy of company profile) The Bidder's organizational structure, Company experience and experience of key staff will be evaluated. For this purpose, bidders are required to submit the following information and documentation with their offer:	Yes
5.11	Proof of liability to a minimum value of R 1,000,000.00 (Include copy of valid insurance)	Yes
5.12	Proof of CIDB rating (a minimum rating of 3EP is required) (Include valid copy of company CIDB rating)	Yes

PLEASE note the following:

- i. All the individual rates will be approved, once compliant to specifications.
- ii. The preferred bidder will be recommended when the desired work is identified by the end-user.
- iii. The preferred bidder will be the bidder who scored the highest points as per identified work.

6. FLOWCHART INDICATING THE APPOINTMENT PROCESS OF RESPONSIVE TENDERERS FOR PART 1

The process described hereunder will be followed by the user department to appoint one of the qualifying tenderers registered on the panel / roster to a specific project from time to time during the duration of the contract period.



- i. User department calls a site meeting with all approved and qualifying bidders to discuss scope of the works.
- ii. The User department based on the scope of works applies the rates of each individual bidder associated with the various activities and tasks that make up the agreed upon scope of works.
- iii. User department then forwards these proposals detailing the quantities and associated costs to SCM. SCM evaluates in terms of price and preference to determine who scores the highest points.
- iv. Once SCM has evaluated and awarded to the qualifying bidder with the highest score, the User department is informed of the outcome and the bidder is informed. An order is then generated prior to the commencement of the works.

7. PRICING CONDITIONS

- 7.1. Bidders are required to indicate a rate per item, as found on the pricing schedule.
- 7.2. These rates must be fixed for each year of the contract period.
- 7.3. Tenders will be evaluated in terms of functionality and those suppliers who qualify will be requested to accept their appointment on a panel for the contract period. The evaluation on Price and Preference will be performed on a per project base, using the rates as submitted by the tender to determine a total project cost. This PPPFA points the SCM has calculated based on the rates and total project cost will then be used to identify the successful contractor for a specific project.
- 7.4. Each item on the schedule of prices shall be priced.
- 7.5. Service providers are required to read and study the specifications, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.
- 7.6. Prospective Bidders must acquaint themselves with the actual conditions on site as and when the individual projects are awarded to them by the Municipality and indicate whether they are able and have the resources to start a project or the required time.

8. LOCAL ECONOMIC DEVELOPMENT DATA BASE LED (UNEMPLOYMENT MUNICIPAL DATABASE)

Stellenbosch Municipality requires the contractors appointed on the panel to make use of local labour identified through the municipality's LED program for local residents.

8.1. LED Programme and Labour-Intensive Activities

Introduction

This tender provides persons living within the Stellenbosch Municipal area the opportunity to provide a service to certain areas inclusive of small surrounding settlements as contractors to the Stellenbosch Municipality, whilst utilizing local labour from the specific informal settlements.

The successful Bidders (who will then become contractors to the Stellenbosch Municipality) will be required to provide a total service to a particular area(s) and thereby make it a better place for the residents.

Overall Contract Objectives

The main objectives of this contract are as follows:

- i. To provide a high standard Service to the given communities in the areas as indicated.
- ii. To provide employment opportunities to members of the communities in accordance with Council's Employment



- iii. The Contractor must, at all times, bear these objectives in mind as they will be the overall parameters in making decisions throughout the contract period. This will be the case, especially where an issue may not be directly covered by a specific clause.

8.2. Employment appointments must be undertaken as follows:

The Contractor shall ensure that his unskilled work force is 100% local labour while semiskilled shall be minimum 10% local labour.

- i. Local labour is defined as labour that permanently resides within the vicinity of the Stellenbosch Municipalities boundaries. It is the Contractor's responsibility to obtain the Stellenbosch base. This will be liaised with the Service provider.
- ii. The Contractor will be required to employ all workers utilizing the applicable method as indicated by Stellenbosch Municipality at the time of employment.
- iii. This will involve obtaining more names than the number of workers required and conducting an interview process.
- iv. The names and contact details of the prospective workers not hired once the appointments are finalised must be retained for use when casual workers are required.
- v. Further information will be provided to the successful contractor. Any costs involved with the annual selection and appointment process, e.g., hire of a venue to interview candidates will be for the cost of the Contractor.
- vi. Where possible, the Contractor must utilize municipal facilities in or near the area to be serviced. It must be noted that all planning and appointment of staff must take place prior to the implementation date of a project.
- vii. Workers must be employed for the duration of a specific project (unless agreed upon otherwise with the municipality). In the event of a contract having been awarded for a shorter period, workers must be employed for three equal periods over the length of the tender. Supervisors must be in place for the entire contract period.
- viii. Service Providers must be registered with Compensation for Occupational Injuries and Diseases Act (COIDA) and also for Unemployment Insurance (UIF).

8.2.1. Communication

The Contractor will be the link between the Stellenbosch Municipality, all Workers and the community and must therefore take note of and comply with all the communication requirements. The Department Electrical Services will advise the Department Economic Development when the LED Database will be used in order for LED to engage actively with the contractor for reporting purposes.

8.2.2. Record Keeping

The Contractor will be required to maintain full and complete LED statistics on a monthly basis in the prescribed format as amended from time to time. All record keeping requirements of the EPWP must be adhered to and include, inter alia:

- i. the issue of formal legal contracts (even for temporary staff)
- ii. Certified copy of ID documents for every worker
- iii. the keeping of proof of payments made (full payslips are required)
- iv. For auditing purposes, the above records must be made available to the Stellenbosch Municipality's representative for this contract immediately after payment has been made on a monthly basis. The cost of making copies will for the bidders account.
- v. Failure to submit will result in a penalty.
- vi. So as to be compliant with the Occupational Health and Safety rules, each worker must be provided with the following protective clothing.
- vii. Bidders must provide the list of protective clothing as detailed below.



- 2 x overalls per year.
- Pair of heavy duty gloves every 3 months (i.e., 4 pairs per year) or as required.
- 1 x Reflective safety bib
- 1 pair of safety shoes.
- 1 x Rain suit.
- Hardhat if required.
- Any other relevant PPE as and when required for the task at hand.

It is required that the back of the reflective safety bib be branded with the following words: Company Name” “contracted by Stellenbosch Municipality / LED and must be worn at all times. A sample of this branding must be submitted to the Stellenbosch Municipality representative for approval prior to the purchasing of the branded protective clothing.

8.2.3. Skills transfer:

- i. The Contractor must ensure that skills are transferred to the community members that are employed on this project.
- ii. These skills must be recorded and submitted with the monthly report.

9. HEALTH AND SAFETY

The successful bidder shall be expected to have a current and valid Health-and-Safety file on site in which all procedures and safety aspects are documented. This file should comply with the Health and Safety plan that is drawn up for each project. The plan must be submitted for approval to the Municipalities Health and Safety officer assigned to the project prior to commencement of construction.



PART 2:

SPECIFICATIONS PART 2: AD – HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WC024

BACKGROUND

Stellenbosch Municipality wishes to appoint private armed security service providers for the provision of armed response services available around the clock twenty-four (24) hours a day. The private armed security service provider would have to perform duties on an hourly basis during loadshedding and if and when required basis. These services must ensure a safe and secure environment of the entire substation facilities, electrical infrastructure including protection of personnel, visitors, tenants, and clients by effectively managing access and egress control at all hotspot areas in Stellenbosch WC024, in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985.

A. SPECIAL REQUIREMENTS FOR PART 2 OF THE BID

Appointment of a service provider to render armed security services at municipal sites including electrical infrastructure during loadshedding and if and when required basis at area's regarded as high risk (Hotspot) areas within Stellenbosch Municipality WC024 from 1 July 2023 to 30 June 2026. Only established, reputable companies with a verifiable history in the provision of armed security guarding services of scale should bid. A bidder may bid on part 1 and part 2 of this bid, if suitably qualified. Alternatively, may bid on either part 1 or part 2. All items must be completed in full for the part the bid is made on.

1. The successful service provider must provide a Site Operations Manager who has a complete authority to act for the company during the term of the contract. The Site Operations Manager shall be available to act for the successful armed security provider to oversee and coordinate the services outlined in this contract. The Site Operations Manager shall receive and execute, on behalf of the successful service provider, such technical direction as the Stellenbosch Municipality may issue within the terms and conditions of the contract. It is the responsibility of the successful service provider to assign a full-time on-site Operations Manager who is qualified and competent. At a minimum, the Site Operations Manager must possess at least three (3) years of specialised armed security service, investigation skills and management experience at a government/municipal/state-owned entity facility with an armed security personnel force.
2. The core business of the company must be the provision of Armed Security Services including Guarding Services. Proof of registration must be submitted with the tender together with documentary proof of armed Grading of the Security Guards included in this bid.
3. Prices must be quoted in South African currency and be inclusive of value-added tax (VAT).
4. Prices must be given according to the units in this Schedule.
5. **No increases in the rates quoted in this Rates / Price Schedule will be entertained during the contract period, under any circumstances.** The quoted prices in the bid will be fixed for each year of the three-year contract period.



6. All services are intended to be ordered as and when required by the operational departments.
7. The rates quoted in the schedules below shall be deemed to include all applicable allowances, Sunday and public holiday premiums, leave provision, sick pay, Night shift allowance, firearm allowance, bonus, relief officers, transport of security staff and their equipment to and from points of duty, transport and cost of senior personnel for inspections and management meetings, uniforms, protective clothing and equipment, communications equipment, training, supervision, profit, overheads, as well as taxes, duties, levies and all other obligations which may be imposed upon a Contractor.
8. Usual items such as batons, handcuffs, pocketbooks, firearms with own ammunitions and pens are deemed to be standard equipment of Security Officers. As part of the standard equipment, personnel shall also be equipped with flashlights at Night as well as raingear in winter.
9. Overtime: The prices must include overtime that may fall within the 1-hour shifts. Where individual Security Officers are required by Council to perform services in excess of 1 hour per shift, then the Hourly rates below will become applicable for the excess.
10. Price will contribute 80 points, B-BBEE status level of contribution = 10 points and Locality =10. Total points for Price, B-BBEE and locality =100
11. The bidder must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers
12. It must be noted that only one service provider plus additional will be appointed for Part 2: Ad Hoc Appointment Of Private Armed Security for The Protection Of Infrastructure In the Greater WC024 For a Contract Period, Ending 30 June 2026

B. PRE – QUALIFICATIONS/REQUIREMENTS

Security Personnel, tools, and equipment.

The following are minimum requirement for each site owned by the Municipality. Bidders must indicate if they can comply with the requirements set out in **the various subsections** by indicating what staff and equipment they currently own or have available for this bid. The minimum requirements continue in sections as set out in the Scope of Works. The bidder will be considered non-responsive should the bidder not comply with all the requirements as set out in this part of the document: PART 2: AD HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICES FOR PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2026.



13. Security

13.1 Personnel Required

Please indicate the number of personnel force available for this project within the company. Tables below are to ensure compliance and must be completed in full. If incomplete the bidder will be deemed non-responsive. Only bidders that have staff for all the categories and have all. Firearms and ammunition and all the Additional Security Equipment will be considered for this bid.

PART 2: PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2026

1. Security Personnel Required									
		Day Shift				Night Shift			
		Minimum Requirement	Quantity	Yes	No	Minimum Requirement	Quantity	Yes	No
a	Site Manager	2				2			
b	Site Supervisor	2				2			
c	Grade A Accredited Security Officer	10				10			
d	Grade B Accredited Security Officer	10				10			
e	Grade C Accredited Security Officer	10				10			
f	Grade D Accredited Security Officer	10				10			
g	Grade E Accredited Security Officer	10				10			
h	Armed security	10				10			
i	Armed security with dog	10				10			



13.2 Firearms and ammunition

PART 2: PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD – HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2026

Firearm Make	Numbers Required	Minimum Requirement	Compliance (Please indicate with X)	
			Yes	No
Handguns (9mm Pistols) with ammunition	1 x Handgun per site with a total of 45 ammunition rounds for a 9mm firearm (per hour shift/per site) (firearm and ammunition can be transferred between shifts)	1 per site		
Shotguns with rubber and flash bang ammunition	1 x Shotgun per site with 50 rubber and 50 flash bangs ammunition rounds for a 12-bore shotgun	1 per site		

13.3 Additional Security Equipment required

PART 2: PART 1: ANNUAL ELECTRICAL LABOUR TENDER AND PART 2: AD – HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE IN THE GREATER WCO24 FOR A CONTRACT PERIOD, ENDING 30 JUNE 2026

EQUIPMENT DESCRIPTION	Minimum Requirement	Quantity	Compliance (Please indicate with X)	
			Yes	No
Portable two-way radios	One set per site			
Rechargeable Torches	One per member			
Handcuffs with pouches	One per member			
Pepper spray with pouch	One per member			
Whistles	One per member			
Electronic Active Guard Patrol Monitoring System to cover all sites	One per area to cover all sites			
Occurrence Register per site	One per site			
Reflector Jackets	One per member			
Vehicle Disk & Registration Scanners per site	One per site			
Hand held metal detector scanner per site	One per site			
Bullet proof vests (Level IIIA) for all guards	One per member			
Patrol vehicle (branded with flashing lights) per shift	One per site per shift			
Search Lights	Two per site			



EQUIPMENT DESCRIPTION	Minimum Requirement	Quantity	Compliance (Please indicate with X)	
			Yes	No
Handguns (9 mm pistol) with ammunition per shift refer to 13.1(a)	One per site			
Shotguns with ammunition per site refer to 13.2(b)	One per site			
Access Control Registers per site	One per site			
Vehicle Disk & Registration Scanners Control system	One per site			



14. SCOPE OF WORKS

The successful service provider will perform the following activities:

- a) Will render services at the following high-risk areas or any other site deemed necessary should the need arise.
- All Electrical infrastructure including Substation, Miniature Substations, Generators, Facilities, Plant and Equipment within the WC024 municipal boundaries.

NB: The municipality reserves the right to downscale or terminate any of the above-mentioned sites or any other site when deemed necessary.

- b) Conduct a security risk assessment per site on annual basis to determine the level of Stellenbosch Municipality exposure to security risks.
- c) Access Control shall include monitoring entering and exiting of vehicles and pedestrians at all site premises inclusive of unauthorized removal of assets and property.
- d) Develop a comprehensive project implementation plan per site which will be reviewed annually.
- e) Provide an effective 24-hour armed security guarding services including the protection and patrolling of the facility and assets on site with a minimum duration of 1(one) hour but not limited to 24hrs.
- f) Provide covert operation support to ensure proactive approach in combating crime.
- g) Day and night routine inspection of the boundary fence.
- h) Develop and implement effective incidents management system.
- i) Provide visible security patrols at all appointed sites and parking lots within Stellenbosch WC024 to ensure a coercive and successful protective security.
- j) Conduct physical search of people entering and exit at all appointed sites.
- k) Collect security intelligence and report to Stellenbosch Municipality.
- l) Conduct joint operations with law enforcement agencies and service providers on site.
- m) Provide security checks at delivery main gates and to enforce declaration of vehicles content in line with the objectives of all line departments.

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- n) Conduct physical searches of vehicles that are entering and leaving all appointed sites on a 24-hour basis.

15. SPECIAL CONDITIONS (Tick relevant Yes or No)

Items	Yes	No
Tenderers must be able to service the entire scope of the required security service		
The successful service provider must provide transportation for the security officers to and from the site daily		
The prospective service provider must adhere to all the requirements of the Firearms Control Act, Act 60 of 2000		
Response team must be allocated a dedicated vehicle		
The prospective service provider must have a 24-hour control room that has a direct communication link with Stellenbosch Municipality control room via radio coms/ tel. within one (1) month of award.		

16. ACCREDITATION

All security officers deployed at all sites in Stellenbosch WC024 must at all times be in their full branded uniform. All security officers deployed at all sites in Stellenbosch WC024 site for the duration of the contract must **submit proof** of Valid PSIRA Registration and Valid Firearm Competency Certificates including security vetting (Must submit copies annually to the relevant department). Any deviation from accreditation requirements will be considered a breach of contract and can be terminated by Stellenbosch Municipality.

17. UNIFORMS

Uniform and Dress Standards may be covered in greater detail by Site Orders/Standard Operating Orders; however it is expected from the Service Provider to supply neat and clearly uniform which will include matching raincoats and overcoats for rainy and cold conditions.

A clear identification card from PSIRA, with the members' photo and registering number must be worn clearly on the official at all times when on duty.

See "Penalties" for non-performance with regards to a minimum standard uniform and equipment required.

18. SPECIFIC REQUIREMENT FOR SITE/AREA SECURITY

The Stellenbosch Municipality expected from the Service Provider to provide a 24-hour service at sites identified with a 12-hour shift roster, but shifts can be limited to 1 hour as and

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when required.

The Service Provider should ensure relief staff, which should be included in the bid price.

a) Occurrence Book (OB)

Every Contractor is required to provide a robust OB (Occurrence Book), Vehicle Logbook and Visitors Control book for each site where watching/guarding services are provided, to the satisfaction of the Council.

b) Note book

Every Security Officer shall have a robust Note Book provided by the Contractor, with a pen in good working order to record details and incidents. The inside front cover of the Note Book must contain the name and personnel number of the Security Officer, the telephone numbers of the Contractor's control room, the name and telephone number of the Council's responsible official and any other emergency numbers (Council Security / Control Room, SA Police, and numbers required in terms of the Contractor's Safety Plan). The Note Book may be required to be used as evidence in disciplinary or criminal cases, or inquiries into incidents.

c) Radios

All radios must be in full working condition, fully charged and must be visible to the Council's site manager upon inspection. The bidder must, at their own costs, provide the control room of the Stellenbosch Municipality with a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure the equipment they provided has been removed from the Municipality's control room at their own costs.

19. SPECIFIC REQUIREMENTS FOR ARMED RESPONSE TO ALARMS

The provision and installation of alarm systems will not form part of this contract; however, it will be expected from security officials to attend and to communicate to their control room if alarms on any security site are activated.

20. Communications with the Stellenbosch Municipality regarding Responses to Incidents:

To make it possible for the Municipality's Law Enforcement Service officials to correct anomalies as quickly as possible, it is a requirement of this contract that the contractor provide rapid feedback when required and in writing to the responsible person for Law Enforcement Service and Stellenbosch Municipality Law Enforcement control room.

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C. TERMS OF REFERENCE

1. Special services requirement for site/area security and mobile patrols

Services of trained security personnel shall include the following and perform the following duties and auxiliary support services as required by Stellenbosch Municipality to secure specific sites within the abovementioned. The security services shall be provided on the property of Stellenbosch Municipality and shall in general entail the following:

- 1.1 Patrolling of premises.
- 1.2 Access control.
- 1.3 Personnel and members of the public escorted where required.
- 1.4 Asset monitoring.
- 1.5 Protection of municipal property from theft and damage.
- 1.6 General crime prevention on and in the near vicinity of municipal property.
- 1.7 Control room link to site patrols with incident response capability within defined protocols.
- 1.8 Incident Reports.
- 1.9 As required vehicle patrols for crime prevention per appointed site.

The specific duties of armed security personnel in respect of the premises shall be as described in the Standing Operating Procedures (SOPs) of the Municipality. The SOPs will define the specific duties of all the bidder's personnel deployed to implement the contract. The SOPs will be compiled before the commencement of the security services contract. The SOPs may be amended from time to time.

2. LEGAL MANDATE

The successful bidder will be guided and bound by the following legislation.

- 1.1 Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4.
- 1.2 The Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51;

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1.3 Section 13 of the Constitution regarding violations must be avoided.

1.4 The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.

1.5 Private Security Industry Regulation Act 56 of 2001.

1.6 Protection of Information Act 84 of 1982.

1.7 Trespass Act 6 of 1959.

1.8 Occupational Health and Safety Act 85 of 1993.

1.9 National Key Points Act 102 of 1980.

3. OTHER SERVICES WILL INCLUDE:

3.1 Control Room monitoring of communication from guards on patrol.

3.2 Responses to communication from guards on patrol regarding on site incidents, including responses involving other law enforcement agencies such as the South African Police Service.

3.3 Centralized incident record keeping.

3.4 Incident Response reporting to Stellenbosch Municipality.

4. PERSONNEL REQUIREMENTS IN TERMS OF SECURITY SERVICES

The scope of services shall include, without limitation, the following:

- a) Day Shift on a 12-hour shift system as per tender requirements but can be limited to 1 (one) hour duration.
- b) Night shift on a 12-hour shift system as per tender requirements but can be limited to 1 (one) hour duration.
- c) The service provider must ensure that a supervisor is immediately available on a 24-hour basis to react in the event of emergencies.

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- d) All security staff shall be trained and knowledgeable about Stellenbosch Municipality requirements and procedures as described in all Sections of this Bid and in the specific SOPs as updated from time to time; this is the responsibility of the service provider.

5. SECURITY CLEARANCE OF BIDDERS

Prior to awarding this tender, Stellenbosch Municipality will verify with National Treasury database whether the bidder is listed on the List of Restricted Suppliers and Register for bid Defaulters. The successful bidder will be appointed only if all relevant security clearances are obtained.

6. TO BE SUPPLIED BY THE BIDDER:

- a) Except where otherwise specified, the bidder shall provide all labor, transport, stationery, uniforms, radio communications or cellphone, torches, and any other equipment required for the rendering of the service included in the specification.
- b) The bidder must provide a list of vehicles registered in the company's name and or vehicles hired for this project to be used to render a service to Stellenbosch Municipality. The vehicles must be available at any time for inspection by the Municipality before the contract is awarded as well as during the contract. Vehicle tracking devices should be fitted within the first month of the contract and should be operational for the duration of the bid.
- c) Guarding devices should be issued within the first month of the contract at all municipal sites which was awarded to the Service Provider/s. See penalties section.
- d) The successful bidder must install per site a live guard and vehicle monitoring system that will provide reports on the following:
- Report on and off duty
 - Fail to patrol
 - Leaving the area
 - Vehicle patrols
 - Daily, weekly, and monthly reports on the above, etc.
- e) Software to be installed on 3 pc's (one will be at the Law Enforcement Control Room) other two PC's to be indicated by the user department. The cost on the live guarding and vehicle monitoring system should be part of the monthly rate. The Service Provider will be responsible for the monthly account of both the live guarding and vehicle monitoring system.

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- f) The bidder must provide guard house on site at the bidder's costs.
- g) The bidder must provide own electricity points for charging equipment etc. The Municipality will not be responsible for providing electricity points or any cost incurred.
- h) If no sanitation facilities are available at sites, the bidder must provide own sanitation facility at sites on their own costs and remove own sanitation facilities on their own costs when the contract ends. Successful bidder should have a contract in place with a registered sanitation company to maintain the sanitation facility regularly as prescribed in Health regulations.

7. PENALTIES

The successful bidder/s will sign a Service Level Agreement (SLA) after the contract has been awarded. This SLA will include penalties which will take effect for not adhering to contract conditions and loss of Stellenbosch Municipal property due to proven negligence. Under mentioned are a table which will indicate how penalties will be deducted from the service provider as per SLA for failing to adhere to the Stellenbosch Municipality requirements. Penalties will be implemented as from the first month of awarding of the tender.

- a) Late posting per security officer ($\frac{1}{2}$ hour after schedule time) R2 000.00 per half an hour failure)
- b) Failed posting per security officer, per failure R2500 per officer
- c) Failure to patrol per patrol, R1000.00 per patrol.
- d) Sleeping on duty per incident, R1500.00 per incident
- e) Failed in wearing / displaying identification card per incident, R1000.00 per failure.
- f) Failed in being equipped with any necessary security aids per incident, R1000.00 per failure.
- g) Failed in adhering to dress code per incident, R1000.00 per failure.
- h) Failed to report on and off duty in occurrence book per failure per site, R1000.00 per failure
- i) Loss of Stellenbosch Municipal Property – Market value of lost property.
- j) Serious short posting which could lead to suspension of service due to circumstances, R2500.00
- k) Failure of site inspection by supervisor per failure, R2500.00 per failure
- l) Failure to report on and off duty by the officer per site per day at the Law Enforcement

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Control room, R1000.00

- m) Fail to communicate to Law Enforcement Control Room a situational report via two-way radio or cell phone every two hours per shift and per site, R500.00 per failure
- n) Leaving the site without permission per officer, R1000.00 per failure
- o) Failure to install a vehicle monitoring system within the 1st month of commencement of contract per month, R3000.00 per month.
- p) False entries made in occurrence book per entry per site, R500.00 per site
- q) Failed to conduct/record patrols or inspections on sites every hour, R1500.00 per failure
- r) Deface/Alter/Remove occurrence book or any documentation from sites without permission per site, R1000.00 per site
- s) Failure to install a live guarding monitoring system within the 1st month of commencement of contract per month, R3000.00 per month
- t) Failure of the bidder to provide and install a two-way radio at the Stellenbosch Municipal control room within the first month of the contract, a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure their equipment they provided has been removed from the Municipality's control room at their own costs, R5 000.00 per month.

8. BIDDER / SECURITY COMPANY

- a) The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents. **Bidders who are not registered with PSIRA bids will be non-responsive.**
- b) The bidder's premises must be zoned for business and be open for inspection by the Municipality of Stellenbosch before the award of the contract, as well as at any other time during the contract period as may be decided by the Stellenbosch Municipality.
- c) Administrative staff must also be available to attend to queries within eight (8) hours.
- d) The bidder should provide a certified copy of its registration document with the Registrar of Companies (form CK2).
- e) All security officers provided with firearms must be in possession of a firearm competency certificate.
- f) Meetings between the management of the service providers and the representatives from Stellenbosch Municipality must be scheduled once a month, with the purpose to have formal discussions. The Municipality will ensure that minutes are kept.

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- g) The Service Provider must create a direct communication line to the service provider control room for the municipality.
- h) The service provider must ensure that all security officers are screen by the South African Police Services at the cost of the Service Provider and produce proof of all the screenings to the municipality.
- i) It will be expected from the service provider to commence with duty after appointment and signing of the service level agreement.
- j) The Service Provider must keep files of all the security officials appointed at the premises of the bidder in the area of jurisdiction of the contract, by reason when the need arises that information are available on request from the Municipality.
- k) Before commencements of rendering a service by the service provider the Municipality will provide the service provider with a standard operating procedure in terms of operational requirements for each site.

9. SECURITY OFFICERS

The bidder must ensure that all Security officers are qualified to a level of Grade A except for supervisors. The bidder must ensure that no security officers employed are younger than 18 years. All security officers must be registered with PSIRA and proof of registration must be made available on request. All Security Officers must be able to communicate in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and Xhosa). The bidder must ensure that all security officers which are employed have not being guilty of any criminal offence. Proof thereof must be submitted at the cost of the bidder to the user department within two (2) months of award of this tender.

10. PAYMENTS – CLAUSE 16 OF GCC

Payment will be made on a monthly basis as per invoice, according to the schedule of prices and any penalties will be deducted.

- 10.1 The service Provider shall deliver a tax invoice and statement of amounts due and payable by the Municipality in terms of this Contract, on or before the 1st day of the month, or the first working day thereafter in the event that same falls on a Saturday, Sunday or public holiday.
- 10.2 The Municipality shall be obliged to settle the amount due by direct deposit into the Service Provider's Bank Account within 30 (thirty) days of the delivery of the invoice detailed in clause C4.5.1 above, or the first working day thereafter in the event that same falls on a Saturday, Sunday or public holiday, subject to the set off of any amounts that may be owing by the Service Provider as detailed in clause C4.5.1 above.

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The Service Provider shall not be entitled to receive payment of any other consideration other than as specified in terms of this Clause.

11. GENERAL CONDITIONS

- a) The Service Provider and the Municipality will conclude a Service Level Agreement (SLA) based on mutually agreed performance measures.
- b) The contract will be award from 1 July 2023 up to 30 June 2026.

NB: Stellenbosch Municipality retains the Right to Change (i.e. Increase or Decrease) the number of guards from time to time

12. PUBLIC LIABILITY INSURANCE

NB: Should the bidder be successful, proof of his Public Liability Insurance of at least R20 000 000 must immediately be submitted and or can accompany his/her returned tender documents which should also include damage or loss of municipal property.

13. COMPULSORY REQUIREMENTS

All bids responses that do not meet the compulsory requirements will be disqualified and will not be considered for further evaluation on the technical requirement.

- a) Attendance at the **Briefing Session** which will be held at the Stellenbosch Municipality Council Chambers.
- b) Contingency Plan
The bidder must have a contingency plan, in writing, for rapid deployment of standby staff in the case of an emergency or when security guards are on strike. Please attach plan.
- c) Administrative staff must be available to attend to queries. Bidders to provide an organogram of administrative staff with list of relevant contact numbers.
- d) The bidder must ensure that all Security officers are qualified to a level Grade A. All security officers must be registered with PSIRA and proof of registration must be included with return tender submission.
- e) All security officers must be able to communicate in two of the official languages in terms of the Municipality's language policy (Afrikaans, English and Xhosa).

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



- f) All security officers provided with firearms must be in possession of a firearm competency certificate, (minimum 9m and shotgun) proof to be submitted with returned documentation.
- g) The bidder must, at their own costs, provide the control room of the Stellenbosch Municipality with a company owned communication two- way radio for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the bidder to ensure the equipment they provided has been removed from the Municipality's control room at the bidders own costs.
- h) The bidder must be registered with the Private Security Industries Regulatory Authority (PSIRA). A certified copy of the registration document should be included in tender documents. **Bidders who are not registered with PSIRA will be non-responsive.**
- i) The bidder's premises must be zoned for business and be open for inspection by the Municipality of Stellenbosch before the award of the contract, as well as at any other time during the contract period as may be decided by the Stellenbosch Municipality.
- j) The service provider must ensure that all security officers are screened by the South African Police Services at the cost of the Service Provider and produce proof of all the screenings to the municipality. Proof thereof must be submitted at the cost of the bidder to the user department within two (2) months of award of this tender.
- k) Bidders to provide proof of company firearm registration certificates (minimum 9m and shotgun) to be used for the project.

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



17. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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


18. SCHEDULE OF SUBCONTRACTORS

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

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

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

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



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

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

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



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

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

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

Attach additional pages if more space is required.

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

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



21. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



22. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 27/23**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

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



2. ACCEPTANCE

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

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

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



23. 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			



PRICING SCHEDULE:

PRICING SCHEDULE PART 1: PART 1: ANNUAL ELECTRICAL LABOUR TENDER ONLY

ITEM NO	CABLE WORKS	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
1	Trenching, Backfilling & Compacting 0.5 m wide x 0.75 m deep	Per Meter	Per Meter	Per Meter
a	Sand	R.....	R.....	R.....
b	Clay	R.....	R.....	R.....
c	Soft soil	R.....	R.....	R.....
d	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f	Solid rocks	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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ITEM NO	CABLE WORKS	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
g	Streets & sidewalks	R.....	R.....	R.....
2	Trenching, Backfilling & Compacting 0.5 m wide x 1.2 m deep	Per Meter	Per Meter	Per Meter
a	Sand	R.....	R.....	R.....
b	Clay	R.....	R.....	R.....
c	Soft soil	R.....	R.....	R.....
d	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f	Solid rocks	R.....	R.....	R.....
g	Streets & sidewalks	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



ITEM NO	CABLE WORKS	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
3	Trenching, Backfilling & Compacting 0.5 m wide x 0.5 m deep	Per Meter	Per Meter	Per Meter
a	Sand	R.....	R.....	R.....
b	Clay	R.....	R.....	R.....
c	Soft soil	R.....	R.....	R.....
d	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f	Solid rocks	R.....	R.....	R.....
G	Streets & sidewalks	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4	Trenching, Backfilling & Compacting 1.4 m wide x 1.2 m deep	Per Meter	Per Meter	Per Meter
a	Sand	R.....	R.....	R.....
b	Clay	R.....	R.....	R.....
c	Soft soil	R.....	R.....	R.....
d	Medium soil (Stone sizes of up to 100mm)	R.....	R.....	R.....
e	Hard soil (Stone sizes of up to 600mm)	R.....	R.....	R.....
f	Solid rocks	R.....	R.....	R.....
g	Streets & sidewalks	R.....	R.....	R.....
5	Placing of cable warning tape per meter	N/C (No charge)	N/C (No charge)	N/C (No charge)
6	Laying of low voltage conductor per meter, Copper & Aluminium; (SWA)	Per Meter	Per Meter	Per Meter

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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a	16mm ² 2 core to 70mm ² 4 core	R.....	R.....	R.....
b	95mm ² 2 core to 185mm ² 4 core	R.....	R.....	R.....
7	Laying of high voltage conductor per meter (11kV DSTA)			
a	16mm ² to 35mm ²	R.....	R.....	R.....
b	50mm ² to 95mm ²	R.....	R.....	R.....
c	120mm ² to 185mm ²	R.....	R.....	R.....
8	Erect Aerial Bundle Conductor and saferdac	Per Meter	Per Meter	Per Meter
a	35mm ²	R.....	R.....	R.....
b	70mm ²	R.....	R.....	R.....
c	95mm ²	R.....	R.....	R.....
d	2 x 25mm	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



e	Saferdac	R.....	R.....	R.....
9	Laying of PVC pipe ducts	Per Meter	Per Meter	Per Meter
a	110mm to 160mm	R.....	R.....	R.....
b	32mm to 50mm (for optic fiber)	R.....	R.....	R.....
10	Concrete footing for transformers	Per Cubic M	Per Cubic M	Per Cubic M
a	Concrete per cubic meter (25Mpa)	R.....	R.....	R.....
11	Installation of Mini-sub on concrete footing	Per Unit	Per Unit	Per Unit
a	15kVA	R.....	R.....	R.....
b	400kVA	R.....	R.....	R.....
c	500kVA	R.....	R.....	R.....
d	630kVA	R.....	R.....	R.....
e	800kVA	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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f	1000kVA	R.....	R.....	R.....
g	1600kVA	R.....	R.....	R.....
12	Installation of minisub plinth (315 to 1600kVA)	Per Unit	Per Unit	Per Unit
a	315kVA – 1600kVA	R.....	R.....	R.....
13	Installation of mini sub earth mat	Per Unit	Per Unit	Per Unit
a	Mini sub earth mat	R.....	R.....	R.....
14	Testing of earth mat	Per Unit	Per Unit	Per Unit
a	Testing of earth mat	R.....	R.....	R.....
15	Digging depth and pole planting	Per Unit	Per Unit	Per Unit
a	Glass Fiber 4,5m (0.6m deep)	R.....	R.....	R.....
b	Glass Fiber 11m to 14m (1.5m to 2m deep)	R.....	R.....	R.....
c	Concrete 4.5m to 5.7m(0.8m to 1.2m deep)	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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d	Concrete 7.3 m to 9m (1.7m deep)	R.....	R.....	R.....
e	Wood 8m to 11m (1.4m to 1.8m deep)	R.....	R.....	R.....
f	Steel 4.5 m to 5.7(0.6m to 0.7m)	R.....	R.....	R.....
g	Steel 7.3m to 9m (1.2m to 1.3m)	R.....	R.....	R.....
h	Steel 14m (2m deep)	R.....	R.....	R.....
i	11m Steel pole	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



16	Transport/hour Truck & Crane plus Driver/Operator for general LV/MV network with min 6m reach									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
a	16 Ton with 27 t/m crane with 9m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b	8 Ton with 19 t/m crane with 7m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c	5 Ton with 13 t/m crane with 7m reach	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17	Transport/hour Truck plus Driver									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
a	7 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
b	5 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
c	3 Ton	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
d	LDV	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....	p/km R.....
Only on-site cost (Traveling kilometers/hours from base to work area excluded)										

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



18	General Worker: Unskilled labour									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime: Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
a	General Worker	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

19	Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
19.1	Electrician – Qualified with experience on LV/MV networks	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.2	Linesman – Qualified with experience on LV ABC/Open conductor lines, MV open conductor lines	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19	Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender									
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
19.3	Senior Electrician – Qualified with experience on LV/MV networks	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.4	Linesman – Qualified with Erecting Saferdac Service connections	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.5	Linesman – Qualified with Installation of Pole mounted boxes,6,9,12 &24 way	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.6	Electrician – Qualified with Meter Installation (230V direct Connected, excluding programing of electronic meters)	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19		Skilled Labour: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender								
		Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
19.7	Electrician – Qualified with Meter. Installation (CT & VT Connected, excluding programming of electronic meters)	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.8	Linesman/Electrician – Qualified to erect service connections (erecting of 16mm ² 2C saferdec min 30m from pole to structure, including installation of ready board, meter (munic issued), strain clamps & COC.	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19.9	Kiosks: Skilled Labour	Per hour: Prices Including Vat			Normal Overtime Per hour: Prices Including Vat			Sunday Overtime Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
19.9.1	Electrician – Qualified with installation of kiosk 6,9 & 12 way	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....
19.9.2	Electrician – Qualified with installation of strong box 6,9 ,12 & 24 way	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

20.	Skilled Labour: Re-instatement: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender.									
		Per square meter: Prices Including Vat			Normal Overtime Per square meter: labour Prices Including Vat			Sunday Overtime Per square meter: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
20.1	Skilled Labour- Qualified with re-instatement of street &	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20.	Skilled Labour: Re-instatement: The following skilled labour must be rendered with own tools and PPE. Evidence of qualifications and experience of staff dedicated to work on this tender must be included in the supporting documents with the tender.									
		Per square meter: Prices Including Vat			Normal Overtime Per square meter: labour Prices Including Vat			Sunday Overtime Per square meter: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
	sidewalks, driveways (paving)									
20.2	Skilled Labour- Qualified with re-instatement of street & sidewalk, driveways (Tar) not road surface	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21	Cable jointing: MV (Copper & Aluminium) – Labour only (proof of experience of the jointer(s) to be submitted with the tender document)	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	35mm ² - 70mm ²	R.....	R.....	R.....
b	95mm ² - 120mm ²	R.....	R.....	R.....
c	150mm ² - 185mm ²	R.....	R.....	R.....
22	Cable Termination: MV (Copper & Aluminium) – Labour only (proof of experience to be submitted with the tender document)	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	35mm ² - 70mm ²	R.....	R.....	R.....
b	95mm ² - 120mm ²	R.....	R.....	R.....
c	150mm ² - 185mm ²	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23	Cable jointing: LV (Copper & Aluminium) – Labour only	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	10mm ² - 16mm ²	R.....	R.....	R.....
b	35mm ² - 70mm ²	R.....	R.....	R.....
c	95mm ² - 120mm ²	R.....	R.....	R.....
d	150mm ² - 185mm ²	R.....	R.....	R.....
24	Cable Termination: LV (Copper & Aluminium) – Labour only	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	10mm ² - 16mm ²	R.....	R.....	R.....
b	35mm ² - 70mm ²	R.....	R.....	R.....
c	95mm ² - 120mm ²	R.....	R.....	R.....
d	150mm ² - 185mm ²	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



25	Laying of earthing (copper conductor)	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	10mm² - 16mm²	R.....	R.....	R.....
b	35mm² - 95mm²	R.....	R.....	R.....
26	Installation of equipment	Price (Including Vat) 2023/2024	Price (Including Vat) 2024/2025	Price (Including Vat) 2025/2026
a	Installation of earth spike	R.....	R.....	R.....
b	Fix galvanized steel kicker pipe to wood pole	R.....	R.....	R.....
c	Install pole stay and stay wire	R.....	R.....	R.....
d	Install strut pole	R.....	R.....	R.....
e	Install suspension clamps	R.....	R.....	R.....
f	Install strain clamps	R.....	R.....	R.....

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NAME OF FIRM			



g	Install wedge clamps	R.....	R.....	R.....
h	Install pigtail hooks	R.....	R.....	R.....
i	Install insulated piercing connectors (IPC's)	R.....	R.....	R.....
j	Install, connect and label consumer pole mounted box	R.....	R.....	R.....
k	Install, connect and label mb's in consumer pole mounted box	R.....	R.....	R.....
l	Install, connect and label pre-payment meter in consumer pole mounted box	R.....	R.....	R.....
m	Install, connect and label ready board	R.....	R.....	R.....
n	Supply COC's for ready board	R.....	R.....	R.....
o	Install and connect SPB1 streetlight control box	R.....	R.....	R.....
p	Install streetlight outreach arm	R.....	R.....	R.....
q	Install and connect streetlight luminaire	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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r	Install and connect photocell	R.....	R.....	R.....
SUBTOTAL (EXCLUDING VAT)		R.....	R.....	R.....
15% VAT		R.....	R.....	R.....
TOTAL PRICE (INCLUDING VAT)		R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			


ANNEXURE A: PRICING SCHEDULE PART 1: PART 1: ANNUAL ELECTRICAL LABOUR TENDER

STAFF		
QUANTITY	DESCRIPTION	CAPACITY / DESIGNATION
	Artisan electricians	
	Semi-skilled Artisans	
	Drivers	
	Welder	
	Labourers	

PLANT TYPE				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
	Single Cab LDV			
	Double Cab LDV			
	5 Door SUV Sedan			
	Personnel Carrier 9-seater			
	Personnel Carrier 16-seater			
	Personnel Carrier 23-seater			
	Commercial Drop side 3 500 kg			
	Crane Truck with 7 Ton per metre (T/M) Crane			
	Crane Truck with 12 T/M Crane			
	Crane Truck with 15 T/M Crane			
	Crane Truck with 17 T/M Crane			
	Crane Truck with 52 T/M Crane			
	Combi Crane 8 T/m & Aerial Platform 13m			

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



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	Truck Mounted Aerial Platform 10 meter (m)			
	Truck Mounted Aerial Platform 13 m			
	Truck Mounted Aerial Platform 15 m			
	Truck Mounted Aerial Platform 19 m			
	Truck Mounted Aerial Platform 25 m			
	Cable Drum Type Skip Loader Truck			
	HHH Auger Drill			
	HTD Pneumatic Drill			
	Horse with Trailer 13 MT			
	Side Tipper Truck 30 Cube			
	Sloper Trailer Truck 25 Cube			
	Min Excavation			
	TLB			
	Tractor			
	Trailers Single Axle <750 kg			
	Trailers Single Axle <1 600 kg			
	Trailers Double Axle < 2500 kg			
	Cable Trailer 1 Ton			
	Cable Trailer 6 Ton			
	Cable Trailer 10 Ton			
	Trailer Double Acle <6 000 kg			
	Cable Trailer 1 Ton			
	Cable Trailer 6 Ton			
	Cable Trailer 1 Ton			
	Cable Trailer 6 Ton			
	Cable Trailer 10 Ton			
	Trailer Double Acle <6 000 kg			
	185 CFM / Towable compressor			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	190 CFM / Towable compressor			
	250 CFM / Towable compresoor			
	270 CFM / Towable compressor			
	25 bar truck mounted compressor (4x4)			
	60 KWA Generator / Towable			
	400 AMP Welder / Towable			
	1000 L Diesel Bowser Towable			
	5000 L Water Bowser Towable			
	4 Ton Forklift			
	5 Ton Forklift			
	185 CFM / Towable compressor			
	190 CFM / Towable compressor			
	250 CFM / Towable compresoor			
	270 CFM / Towable compressor			
	25 bar truck mounted compressor (4x4)			

TOOLS AND EQUIPMENT				
QUANTITY	DESCRIPTION	SIZE	CAPACITY / COMMENT	OWNED / HIRE / RENTAL
	Arc Welder Tonco			
	Asphalt Cutter			
	Bundle Rollers - ST/AI			
	Cable Jack Sets			
	Cable Rollers			

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	Crimping Tools Various Al/Cu			
	Containers			
	Tensioner: 7,5 ton			
	Puller: 7,5 ton			
	Headboard Triple			
	Rollers 800m/m single			
	Rollers 800m/m double			
	Various Small Tools			
	Pole Climbing Shoes and Ladders			
	Ratchets and come-alongs (.75 to 3T)			
	Bicco test Set 40kV Pressure Tester			
	Bauer Test Set 40kV Pressure Tester			
	Hot Spot Detection Set			
	Cable Detection Instr including Scope			
	Dynamo meter (Various sizes)			
	Catu Prox 11-33kV tester (VLF)			
	Fibre Splicer Machine			
	Fibre Test Equipment			
	Small Instruments			
	Man on work sign			
	PVC road cones			
	Fire Extinguishers and blankets			
	Heavy duty crimper			
	Cable rollers			
	Cable sock steel			
	Cable cutting tool			
	Cutting tool			
	Water pump pliers			

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	Generator			
	HV insulation tester			
	Dinamometro dynamometer			
	Analogue earth tester			
	High voltage detector			
	Erath resistance tester			
	Digital multi meters			
	Hydraulic Mv crimper			
	Crimper tool			
	Battery Crimping			
	LV Crimper			
	Heavy duty crimper			
	High voltage detector			
	Erath resistance tester			
	Digital multi meters			
	Hydraulic Mv crimper			
	Crimper tool			
	Battery Crimping			
	LV Crimper			
	Workingearth kit			
	High voltage detector			

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NAME OF FIRM			



STELLENBOSCH
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	FAS kits			
	Climbing helmets			
	Pick			
	Aluminium crimper			
	Shovel			
	Control earth kit			
	Tar cutter			
	Rammers			
	Hydraulic conductor / LV Hydraulic crimper			
	Heavy duty cable winch			
	Extention ladder 6-12m fibre glass			
	Extention ladders 4-8m fibre glass			
	Oil spill kit			
	Silicone gun			
	Water pump pliers			
	Cable/wire puller 2000kg (Come a long)			
	Cable/wire puller 3400kg (Come a long)			
	Oil spill kit			
	Silicone gun			
	Water pump pliers			
	Cable/wire plier 2400kg (Come a long)			
	Stilson			
	Wire Clamp Plier			
	Heavy duty countertop vice			
	Spirit level			
	Regulating Eye (Claw)			
	Snatch block 500kg			

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CAPACITY		DATE	
NAME OF FIRM			



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	Snatch block 1000kg			
	Pulley Wheel 250kg			
	Cable/wire pller 2400kg (Come a long)			
	Stilson			
	Wire Clamp Plier			
	Heavy duty countertop vice			
	Spirit level			
	Regulating Eye (Claw)			
	Snatch block 500kg			
	Snatch block 1000kg			
	Pulley Wheel 250kg			
	Cable/wire pller 2400kg (Come a long)			
	Stilson			
	Pulling eye cable rope puller			
	Dee shackle 1500kg			
	Dee shackle 2000kg			
	Dee shackle 3750 kg			
	Dee shackle 4750kg			
	Digital clamp meter			
	Infrared thermometer			
	Polarity tester			
	Force test gauge			
	Earth resistance tester			
	Compliance kit in case			
	Loop tester			
	Digital lux tester			
	Digital range finder			
	Non contract voltage tester			

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NAME OF FIRM			



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	LV tool kits/gloves			
	Climbing shoes			
	Chain slings			
	Canvas slings			
	Lever Hoist 750kg			
	Lever Hoist 1500kg			
	Aluminium crimper			
	Dee shackle 4750kg			
	Digital clamp meter			
	Infrared thermometer			
	Shovel			
	Cordless drill			
	Shovel			
	Cordless drill			
	Industrial drill			
	SDS drill			
	Countertop rotary drill			
	Wheelbarrow			
	Measuring wheel			
	Petrol Auger			
	Compactor			
	Mini excavator			
	Jackhammer			
	Tar cutter			
	Rammers			
	Pole auger			
	Heavy duty cable winch			
	Come along's			

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NAME OF FIRM			



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	Kittos			
	Scaffolding frames & scaffolding boards			
	Wrench 27"			
	Wrench 26"			
	Wrench 23"			
	Wrench 15"			
	Wrench 21"			
	Wrench 25"			
	Wrench 28"			
	Wrench 7"			
	Wrench 17"			
	Wrench 10"			
	Wrench 26"			
	Wrench 34"			
	Wrench insulated 14"			
	Wrench insulated 16"			
	Measuring tape 5m			
	Orange shark barricade netting			
	Fire extinguishers and blankets			
	Safety vests			
	Drill chuck			
	Wrench insulated 14"			
	Drill bit steel 10mm			
	Drill bit steel 12mm			
	Extension ladder 6-12m fibre glass			
	Extension ladder 4-8m fibre glass			
	Pallet jack			
	Extension ladder 14 foot			

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NAME OF FIRM			



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	Extension ladder 12 foot			
	Extension ladder 10 foot			
	Drill bit steel 10mm			
	Extension ladder 8 foot			
	Extension ladder 6 foot			
	Extension ladder 4 foot			
	Plug socket			
	Silicone gun			
	Pliers longnose			
	Plastic pliers			
	Socket screwdriver 10mm			
	Socket screwdriver 14mm			
	Socket screwdriver 13mm			
	Socket 30mm			
	Socket 22mm			
	Socket 19mm			
	Socket screw driver			
	117pc toolkit			
	Engraver			
	Glue gun			
	Pole drill hand			
	Vice grip spanner			
	Wrench insulated 17"			
	Wrench insulated 14"			
	Wrench insulated 16"			
	Snatch block 250kg			
	Pulley wheel 250kg			
	Socket 30mm			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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	Socket 22mm			
	Socket 19mm			
	Socket screw driver			
	Pulling eye cable rope puller			
	Wrench insulated 14"			
	Wrench insulated 16"			
	Snatch block 250kg			
	Pulley wheel 250kg			
	Petrol drill			
	110mm angle grinder			
	Wrench insulated 14"			
	Pulling eye cable rope puller			
	Petrol drill			
	110mm angle grinder			
	Pulling eye cable rope puller			
	Petrol drill			
	230mm angle grinder			
	Pulling eye cable rope puller			
	Petrol drill			
	Counter top cut off angle grinder			
	230mm angle grinder			
	Counter top cut off angle grinder			
	Digital clamp tester Trimble GEO XM			
	Non-contract voltage tester			
	Ratchet			
	Canvas slings			
	Control earth kit			
	Link stick			

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NAME OF FIRM			



	Stamper			
	Bolt cutter			
	Rubber mats			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**PRICING SCHEDULE PART 2:**

PART 2: AD HOC APPOINTMENT OF PRIVATE ARMED SECURITY SERVICE FOR THE PROTECTION OF INFRASTRUCTURE FOR THE GREATER WCO24

1. Security Personnel Required							
		Day Shift Per hour: Prices Including Vat			Night Shift Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
a	Site Manager	R.....	R.....	R.....	R.....	R.....	R.....
b	Site Supervisor	R.....	R.....	R.....	R.....	R.....	R.....
c	Grade A Accredited Security Officer	R.....	R.....	R.....	R.....	R.....	R.....
d	Grade B Accredited Security Officer	R.....	R.....	R.....	R.....	R.....	R.....
e	Grade C Accredited Security Officer	R.....	R.....	R.....	R.....	R.....	R.....
f	Grade D Accredited Security Officer	R.....	R.....	R.....	R.....	R.....	R.....
g	Grade E Accredited Security Officer	R.....	R.....	R.....	R.....	R.....	R.....
h	Armed security	R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



1.	Security Personnel Required	Day Shift Per hour: Prices Including Vat			Night Shift Per hour: Prices Including Vat		
		2023/2024	2024/2025	2025/2026	2023/2024	2024/2025	2025/2026
i	Armed security with dog	R.....	R.....	R.....	R.....	R.....	R.....
SUBTOTAL (EXCLUDING VAT)		R.....	R.....	R.....	R.....	R.....	R.....
15% VAT		R.....	R.....	R.....	R.....	R.....	R.....
TOTAL PRICE (INCLUDING VAT)		R.....	R.....	R.....	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. DECLARATION BY TENDERER

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

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

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

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

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

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