

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 38/23: SUPPLY DELIVERY AND OFF-LOADING OF MATERIALS AND (B) HIRE OF EQUIPMENT FOR ROADS, STORMWATER & OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025. (Materials such as Bitumen, Sand, Sandbags, Gravel, Road Stone, Stormwater pipes, Manhole Covers and Frames, Traffic Signage, Road Marking Paints, Bollards, Bicycle Stands, Herbicides) (Equipment such as Excavators, Digger Loaders, JectVac Machines, Road Rollers etc.)

TENDER NUMBER: **B/SM: 38/23**

DESCRIPTION: **SUPPLY DELIVERY AND OFF-LOADING OF MATERIALS AND (B) HIRE OF EQUIPMENT FOR ROADS, STORMWATER & OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025.**

CLOSING DATE: **27 March 2023**

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

INFORMATION:

Tender Specifications: **Goodman Zaza at (021) 808 8268: e-mail: Goodman.Zaza@stellenbosch.gov.za**

SCM Requirements: **Gerald Kraukamp at (021) 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za**

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

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 B/SM 38/23: SUPPLY DELIVERY AND OFF-LOADING OF MATERIALS AND (B) HIRE OF EQUIPMENT FOR ROADS, STORMWATER & OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 388.50 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM VIR DIE VOLGENDE TE TENDER: BSM 38/23: VOORSIENING, AFLEWERING EN AFLAAI VAN MATERIALE en (B) HUUR VAN TOERUSTING VIR PAAIE, STORMWATER EN ANDER INFRASTRUKTUUR BENODIGHEDE, SOOS EN WANNEER BENODIG VAN 1 JULIE 2023 TOT 30 JUNIE 2025 (Materiale soos: Bitumen, Sand, Sandsakke, Gruis, Randstene, Stormwaterpype, Mangatdeksels en rame, Verkeers Tekens, Padverfmerke, meerpale, onkruidodder.) (Toerusting soos: "Incavators, Digger Loaders, JectVac Machines, Road Rollers" ens.)

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SLUITINGSDATUM: **27 Maart 2023**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaal Komitee Kamer.

NAVRAE:

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Vkb vereistes: Gerald Kraukamp (021 808 8519), e-pos: Gerald.Kraukamp@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

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

Verseëlde tenders duidelik gemerk: **"BSM 38/23: VOORSIENING, AFLEWERING EN AFLAAI VAN MATERIALE en (B) HUUR VAN TOERUSTING VIR PAAIE, STORMWATER EN ANDER INFRASTRUKTUUR BENODIGHEDE, SOOS EN WANNEER BENODIG VAN 1 JULIE 2023 TOT 30 JUNIE 2025"**, op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooiende stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

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

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die 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 tenderdeelnamewooi van R388.50 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM: 38/23

SUPPLY, DELIVERY AND OFF-LOADING OF MATERIALS AND HIRE OF EQUIPMENT FOR ROADS, STORMWATER AND OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025.

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)	<u>RATE BASED TENDER</u>		
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

FEBRUARY 2023

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Goodman Zaza
Stellenbosch Municipality
Infrastructure Services
Tel. Number: 021 808 8268



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 38/23	CLOSING DATE:	27 March 2023	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY DELIVERY AND OFF-LOADING OF MATERIALS AND (B) HIRE OF EQUIPMENT FOR ROADS, STORMWATER & OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025				
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 17 PLEIN STREET STELLENBOSCH MUNICIPALITY, 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 Level ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes Level ☐		
	☐ No		☐ 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	Goodman Zaza
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8268
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	goodman.zaza@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
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:

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?	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 AWARDING POINTS FOR LOCALITY)	Yes		No	
OHSA (Occupational Health and Safety Agreement) - Is the form duly completed and signed? Only applicable to Tenderers providing a service to Part 2, Hire of Equipment Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. 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:	



4. 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 clearly showing the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



5: GENERAL CONDITIONS OF TENDER

WHENEVER THERE IS A CONFLICT BETWEEN THE GCT AND THE SCT, THE PROVISIONS OF THE SCT SHALL PREVAIL.

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.
 - 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.
 - 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 rates shall be quoted in South African currency and be Excluding 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 ensure 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.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will not be considered.

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



6. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 7.2 The tenderer shall declare all the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
8. 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. The award of the tender may be 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.....



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.



- 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 that 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: 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.



8: 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				

9. 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

“Locality” means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024). The preference point system applicable to this tender is 80/20, see Table 1.4 for maximum points allocation.

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.

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 and Preferences must not exceed	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;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.3. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

- 5.1. In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
 - (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (b) Promotion of enterprises located in the municipal area (WCO24).

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

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points 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 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	☐
-----	--------------------------	----	--------------------------

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 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:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. 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>

<p>Definition of “Black Designated Groups”</p>	<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 annual Total 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.**

NB!

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 Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



11: MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



12: MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



14: FORM OF INDEMNITY

INDEMNITY

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

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

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

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

PART B – SPECIFIC CONDITIONS, PRICING SCHEDULE & SPECIFICATIONS



15: SPECIFIC CONDITIONS OF TENDER

THESE SPECIFIC CONDITIONS OF TENDER SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF TENDER, ATTACHED IN THE FRONT OF THE DOCUMENT

1. A clarification meeting will not be held, for clarification on technical or supply chain matters please contact the Municipal Officials listed in Clause F1.4
2. Alternative tenders are not allowed, and with reference to Clause 8 of GCT, and SLA will not be required, all service level requirements are as per the Tender Document.
3. The employers address for delivery of tender offers and identification details to be shown on each tender offer package are:
Location of tender box:
Stellenbosch Municipality (Town House Complex)
Plein Street
Stellenbosch

Identification details:
SUPPLY DELIVERY AND OFF-LOADING OF MATERIALS AND (B) HIRE OF EQUIPMENT FOR ROADS, STORMWATER & OTHER INFRASTRUCTURE REQUIREMENTS AS AND WHEN NEEDED FROM 1 JULY 2023 UNTIL 30 JUNE 2025
4. Tender offer validity period is 180 days.
5. The Tenderer must complete and submit all forms and certificates contained in this Tender. The tenderer must also submit with this tender all requirements as stated in these forms and certificates, see Checklist.
6. Should any addendums or notices to tenderers be issued, these will be placed on the Municipality's website, one week before closing time.
7. Preference points must be claimed in terms of the preferential procurement 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.
– Purchases / Services 80/20. Form MBD 6.1 must be completed and submitted for the purpose of obtaining preference points. Should the MBD 6.1 not be completed and submitted, the tenderer will forfeit the points allocated in terms of these specific goals.
8. Bids will be deemed non-responsive if inter alia:
 - a. The Tenderer does not comply with the required criteria as specified in these conditions.
 - b. The Tenderer failed to submit one Offer per tendering entity;
 - c. The Tenderer failed to submit additional information by the due date;
 - d. The Tender failed to complete or sign the Form of Offer bound into this tender document;
 - f. The tender contained material qualifications or deviations that affected the scope, quality or performance of the works; significantly changed the parties' risks and responsibilities or affected the competitive position of other Tenderers if they were to be rectified.
 - g. The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - h. The Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or



- (ii) failed to perform on any previous contract and has been given a written notice to this effect;
 - j. The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
 - k. The tender offer is signed by a person authorized to sign on behalf of the Tenderer
- 9. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
- 10. 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 a Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

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.
- 11. Municipality reserves the right to accept the whole or any portion of a tender in order to establish the roster. The tender with the highest points may not necessarily be awarded an individual assignment. The Municipality also reserves the right not to make use this tender where it is apparent that a successful service provider's rates are not in line with market related prices.
- 12. Goods are to comply with SANS quality standards. These are annotated in the Bill of Quantities with further details contained in the Specifications.
- 13. The Pricing Strategy is - Fixed Price Contract. The rates, prices and percentages submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Rates submitted are for goods and services as specified in the Bill of Quantities and in the Specifications and within timeframes as stipulated in Clause 18 and 19 hereunder. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.
- 15. Service Providers tendering for the Supply of Materials (Part 1),** must submit to the Municipality, when requested by the department, the following:
 - a. Submit to the Municipality, for the material / product being supplied, a Certificate of Compliance with relevant SANS / SABS standards or testing results, as detailed in the Bill of Quantities and in the Specifications. Rates for materials will not be accepted should the service provider fail to submit the relevant certificates of compliance.
 - b. Service Providers must provide, to the Municipality, a sample of the material / product within a period 3 days of being requested to do so.
 - c. Service Providers must provide, to the Municipality within a period 3 days of being requested to do so, proof that goods and services can be supplied within the timeframes as listed in Clause 18 and 19.
- 16. Service Providers tendering for the Hire of Equipment (Part 2),** must submit to the Municipality, together with the Bid documentation, the following:
 - a. The Occupational Health and Safety Agreement (Included in the Specifications of the Contract Document).
 - b. Letter of Good Standing issued in terms of COIDA, confirming that the tenderer is registered



as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. Rates for the Hiring of Equipment will not be accepted should the tenderer fail to complete or submit the above-mentioned documentation.

- 17. Tendered Goods and Services procured through this tender must be provided to the Municipality, within four (4) working days of receipt of a Supply Chain Order.**
- 18. Goods specially manufactured by the Service Provider must be provided to the Municipality, within fourteen (14) working days of receipt of a Supply Chain Order.**
19. The Service provider's performances will be closely monitored and reported on. Non-conformance to specifications, timeframes or requirements stated by the Municipality may result in termination of the contract agreement. Refer to clause 10 of the Special Conditions of Contract for further information.
The following scoring will be applicable:
Scoring of 3: Quality of Service delivery as agreed, deviations are managed as mutually agreed.
Scoring of 2: Quality of Service delivery in compliance with Agreement, but requires more management and focus from Service Provider.
Scoring of 1: Quality of Service delivery totally unacceptable, consider termination of agreement and all services.

20.1 Persons aggrieved by decisions or actions taken by the Stellenbosch Municipality in the implementation of its supply chain management system, may lodge within 21 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

b) Objections, complaints, queries, and disputes must be submitted in writing to the Municipal Manager.

20.2 In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub – delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.

a) An appeal must contain the following:

- i. Reasons and/or grounds for the appeal
- ii. The way in which the appellants rights have been affected
- iii. Remedy sought by appellant

b) Appeals must be submitted in writing to the Municipal Manager.

20.3 Clauses 8.11.1 and 8.11.2 do not influence any person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (3 of 2000) and Promotion of Access to Information Act (2 of 2000).

a) All legal process and pleadings must be served on the Municipality's Legal Services Section.

b) All requests in terms of PAJA and PAIA must be submitted in writing to the Access to Information Office, 2nd Floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town.



16: SPECIFIC CONDITIONS OF CONTRACT

THESE SPECIFIC CONDITIONS CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY, ATTACHED IN THE FRONT OF THE DOCUMENT

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

1. Duration

The period of the Contract shall be as stated in the Tender Data.

2. Standards

Failure to comply with the with the standards and specification as set out in the tender document shall constitute a material breach and the Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3. Delivery and documents – Clause 10 of GCC (Add to Clause 10)

The Supplier will be given an official order for the exact amounts of specific materials required at least two weeks in advance of date required.

The Contractor shall supply and deliver materials to the Beltana Municipal Depot, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area or take delivery of all materials on the site of the works or collect materials at the site of the supplier.

No deliveries will be acknowledged for which the Contractor cannot produce an acceptance note signed by the authorised Municipality's Officials. In this regard the Contractor will have to acquaint himself with the recognized working hours and holidays of Stellenbosch Municipality.

Notwithstanding the above clause the Contractor can affect deliveries outside working hours by arrangement with the Municipality.

4. Payment - Clause 16 of GCC (Add to Clause 16)

All invoices must be forwarded to the relevant Municipal Official who have requested the services and who is authorized to sign-off on the invoice. All invoices are to be addressed to : Stellenbosch Municipality; P O Box 17; Stellenbosch; 7599.

Invoices must also be accompanied by a Statement showing amounts outstanding and amounts previously paid.

6. Value Added Tax - Clause 32 of GCC (Add to Clause 32)

6.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The supplier is referred to Section 40 of the Value-Added Tax Act, 1991 (Act 89 of 1991).

6.2 The VAT registration number of Stellenbosch Municipality is 4700102 181

7. Prices/Price Adjustment - Clause 17 of GCC (Add to Clause 17)



The prices tendered must include all labour and other costs involved in manufacturing, sorting, loading, carting and off-loading in Stellenbosch. The price tendered for collection must include all labour and other costs involved in manufacturing, sorting and loading of the material onto a Municipal truck. The option to collect material will be specified in the price schedule.

No requests for price adjustments will be considered.

8. Limitation of Liability- Clause 28 of GCC (Add to Clause 28)

8.1 Without detracting from, and in addition to, any of the other indemnities in this Agreement, the supplier shall be solely liable for and hereby indemnifies and holds harmless the Municipality against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with -

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the provision by the supplier in terms of this Agreement, save to the extent caused by the gross negligence or wilful misconduct of the Municipality.

8.2 The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Municipality for any loss, damage, injury or death which any of them may directly or indirectly suffer whether or not such loss, damages, injury or death is caused through negligence of the Municipality or its agents or employees.

8.3 Notwithstanding anything to the contrary contained in this Agreement, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever and whether the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts

9. Insurance - Clause 11 of GCC (Add to Clause 11) (Only applicable to Hiring of Equipment Part B)

9.1 Without limiting the obligations of the supplier in terms of this Agreement, the supplier shall effect and maintain the following insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the Municipality against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this Agreement, to the value of R10m per incident.

- b) Any goods supplied to the Municipality by the supplier in terms of this Agreement shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

9.2 The supplier shall be obliged to furnish the Municipality with proof of such insurance as the Municipality may require from time to time for the duration of this Agreement.

10. Termination for default – Clause 23 of GCC(Add to Clause 23)

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:

- (d) if the supplier fails to submit to the Municipality, the Occupational Health and Safety Agreement (Included in C1.3 of the Contract Document), within 7 days of being requested to do so. Applicable to Part B only.



(e) if the supplier fails to submit to the Municipality, a Letter of Good Standing issued in terms of COIDA, confirming that the tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, within 7 days of being requested to do so. Applicable to Part B only.

(g) if the supplier fails to submit to the Municipality, for the material / product being supplied, a Certificate of Compliance with relevant SANS / SABS standards, within 3 days of being requested to do so.

(h) if the supplier fails to submit to the Municipality a sample of the Material / product, within 3 days of being requested to do so.

(j) **Termination due to poor performance.** The Service provider's performances will be closely monitored and reported on. Non-conformance to specifications, timeframes or requirements stated by the Municipality may result in termination of the whole of the contract.

The following scoring will be applicable:

Scoring of 3: Quality of Service delivery as agreed, deviations are managed as mutually agreed.

- Compliance to most undertakings, duties, obligations and requirements as set out in the Main Agreement and Annexures;
- Progress with all projects and new service requests are on target;
- All Service failure events during month resolved within agreed time frames and preventative measures are proposed by Service Provider.

Scoring of 2: Quality of Service delivery in compliance with Agreement; but requires more management and focus from Service Provider:

- Progress with projects and new service requests are on or not on target;
- Service failure events are not resolved in agreed time frames and preventative measures for implementation are not proposed by Services Provider.

Scoring of 1: Quality of Service delivery totally unacceptable; Consider termination of Agreement and all Services.

- Non-compliances, progress with projects and new service request and service failure events worse than for rating 2;
- Commitment from Service Provider to resolve outstanding issues is lacking;
- Skills and resources to deliver a quality service are inadequate;
- Participation in contract governance, service management and effective communication is lacking or inadequate.

Agreements will be terminated with Service provider who achieve a Scoring of 1, on more than 1 occasion, with the exception of **Road Marking Paint** where one scoring of 1 will result in immediate termination of the contract agreement.

11. Applicable Law - Clause 30 of GCC (Add to Clause 30) (Only applicable to Part B : Hiring of Equipment)

11.1 The supplier, by complete the health and safety agreement, hereby indemnifies the Municipality in respect of the provisions of the Occupational Health and Safety Act, 85 of 1993 in accordance with the Occupational Health and Safety Act 134

11.2 The supplier is to ensure compliance with the provisions of the OHAS Act & all relevant regulations, by all employees of theirs & other contractors on the site. The supplier shall provide a suitable health and safety plan appropriate for the contract tendered for.

11.3 The supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area.

11.4 The supplier shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the supplier is registered as an employer in terms of the provisions of the Compensation for Occupational



Injuries and Diseases Act, No. 130 of 1993 and the supplier shall remain registered as such for the duration of this Agreement. The supplier shall also pay all monies due to the Compensation Fund in terms of the aforesaid Act.

12. Contract Amendments – Clause 18 GCC (Add to Clause 18)

The Municipality, in its sole discretion, shall be entitled to increase the contract period (in respect of term bids) or the contract sum, subject to the relevant clauses of the SCM Policy and Section 33 of the Municipal Finance Management Act (56 of 2003).

13. Settlement of Disputes – Clause 27 of GCC (Add to Clause 27, replacing Clause 27.3 and 27.4)

13.1 Settlement of Disputes:

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

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

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

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

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

Arbitration

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

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

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

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

14. The employer has no agent acting on his behalf for the purposes of this tender, queries may be directed to:

Tender and Technical queries: Mr Goodman Zaza (021 808 8268), e-mail:
goodman.zaza@stellenbosch.gov.za

SCM Queries: Gerald Kraukamp (021 808 8519), e-mail:
Gerald.Kraukamp@stellenbosch.gov.za



17. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN STELLENBOSCH MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
, (Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

....., as an Employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Municipalities Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification contained herein as well as an OH&S Plan compiled in respect to works undertaken through this tender.

Signed at on the day of 20....

Witness

Mandatar

Signed at on the day of 20

Witness

for and on behalf of

STELLENBOSCH MUNICIPALITY



18: 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.
6. **All Rates must include VAT.**
7. **Service provider to provide a daily rate (i.e. 8 hours) for hiring of equipment.**
8. The Pricing Strategy is Fixed Price Contract. The rates, prices and percentages submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.
9. Where it is stated that procured services are to be delivered to Stellenbosch, delivery will be accepted at the Beltana Municipal Depot on Helshoogte Road, Stellenbosch. Where it is stated that procured services are to be delivered to the Franschhoek, delivery will be accepted at Municipal Depot situated near LaMotte in Franschhoek.
10. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number

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Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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.

PRICING SCHEDULE:

Bidders can make an offer on any or all of the items (A and/or B)

An item is A1.1, A1.2 etc.

When making an offer on equipment, also complete the cost of Transport

All rates offered must be VAT inclusive

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



PART 1: SUPPLY AND OFF-LOADING OF MATERIALS		Rate Year 1	Rate Year 2
<u>DESCRIPTION (Rate to include VAT)</u>			
The tendered percentage is the percentage mark up on the actual cost of bitumen as supplied by the Regional Bituminous Binder Manufacturers.			
A1. BITUMEN, PAVING FABRIC AND READY-MIX ASPHALT Refer to Section C3.1 for further details on specifications and pricing.			
A1.1 200 litre drum Cationic Premix Grade Emulsion 65% (SANS 4001 BT4)			
(a) Percentage (%) mark-up.....			
(b) Delivery cost only - minimum of 20 Drums Delivered to Stellenbosch.....			
A1.2 200 litre drum Quick Set Slurry Emulsion (Col Pave or similar approved (SANS 4001 BT3)			
(a) Percentage (%) mark-up.....			
(b) Delivery cost only - minimum of 20 Drums Delivered to Stellenbosch.....			
A1.3 Anionic Slow Set Stable Mix (slurry) (SANS 4001 BT3)			
(a) Percentage (%) mark-up.....			
(b) Delivery cost only - minimum of 20 Drums delivered to Stellenbosch.....			
A1.4 Anionic Slow Set Stable Mix (tack coat) (SANS 4001 BT3)			
(a) (Percentage (%) mark-up.....			
(b) Delivery cost only - minimum of 20 Drums delivered to Stellenbosch.....			
A1.5 Modified Emulsion with 5% latex (Rub Spray) (SANS 4001 BT3)			
(a) Percentage (%) mark-up.....			
(b) Delivery cost only - minimum of 20 Drums delivered to Stellenbosch.....			

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CAPACITY:		DATE:	
NAME OF FIRM:			



<p>A1.6 Paving Fabric for crack sealing (Sealmac or similar approved).</p> <p style="margin-left: 40px;">(a) <u>Ex-Factory (Price exclude delivery)</u></p> <p style="margin-left: 80px;">200mm wide (m)</p> <p style="margin-left: 80px;">300mm wide (m)</p> <p style="margin-left: 80px;">≥500mm wide (m²)</p> <p style="margin-left: 40px;">(b) <u>Delivered (Prices including delivery to Stellenbosch)</u></p> <p style="margin-left: 80px;">200mm wide (m)</p> <p style="margin-left: 80px;">300mm wide (m)</p> <p style="margin-left: 80px;">≥500mm wide (m²)</p> <p>A1.7 Weather Cold Ready-mix Asphalt in a bag (non-water base).</p> <p style="margin-left: 40px;">(a) Price excludes delivery</p> <p style="margin-left: 80px;">1 X 30kg bag</p> <p style="margin-left: 40px;">(a) Price including delivery cost - minimum of 50 bags delivered to Stellenbosch.....</p> <p>A1.8 Asphalt additive - LBS Filler or similar approved</p> <p style="margin-left: 40px;">(a) Price excludes delivery</p> <p style="margin-left: 80px;">1 X 30kg bag</p> <p style="margin-left: 40px;">(b) Price including delivery cost - minimum of 50 bags delivered to Stellenbosch.....</p> <p><u>DESCRIPTION (Rate to include VAT)</u></p> <p>A2 STONE, GRAVEL, AND SAND (Materials SANS 1083) (Layer Works SANS 1200) Refer to Section C3.1 for further details on specifications and pricing.</p> <p>A2.1 Gravel for base, subbase, and selected layers/tonne.</p> <p style="margin-left: 40px;">(a) G7 Gravel Material (ton) Delivered to Stellenbosch.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



	Delivered to Franschhoek.....		
(b)	G5 Subbase Gravel (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
(c)	G5 Gravel Wearing Course Gravel (Laterite or similar approved) (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
(d)	G4 Gravel Basecourse Gravel (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
(e)	G2 Basecourse Graded Crushed Stone (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
A2.2	Crusher Dust (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
A2.3	Washed Crusher Grit for Slurry and Premix (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
A2.4	Sand for Concrete (Phillipi) (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
A2.5	Sand for Masonry (Malmesbury) (ton) Delivered to Stellenbosch.....		
	Delivered to Franschhoek.....		
A2.6	Filing Sand (ton) Delivered to Stellenbosch.....		

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



<p>Delivered to Franschhoek.....</p> <p>A2.7 Stone for Concrete (ton) (a) 19mm Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>(b) 13mm Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>(d) 6mm Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>A2.8 6,7mm Stone for premix (ton) Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>A2.9 9.5mm Stone for premix (ton) Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>A2.10 6,7mm washed Stone for premix (ton) Delivered to Stellenbosch..... Delivered to Franschhoek.....</p> <p>A2.11 Ralumac (See Section C3.1 for detailed specification of materials) (ton) Delivered to Stellenbosch..... Delivered to Franschhoek.....</p> <p>A2.12 Prefabricated bitumen rubber chip seal patches (AJ Broom Road Products or similar approved) (Delivered to Stellenbosch)</p> <p>a) Grade 1 – 19mm and 9.5mm stone chip (m²).....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>b) Grade 2 – 19mm stone chip (m²)</p> <p>c) Grade 3 – 13.2mm stone chip (m²)</p> <p>d) Grade 4 – 9.5mm stone chip (m²)</p> <p>e) Grade 5 – 6.7mm stone chip (m²)</p> <p>f) Grade 6 - Fine (m²)</p> <p>A2.13 Military Sandbags (14" (355.6mm) x 26" (660.4mm)) Polypropylene with tie strings attached (Rate for delivery of 500No. to Stellenbosch)</p> <p><u>DESCRIPTION (Rate to include VAT)</u></p> <p>A3 DRAINAGE (Delivered to Stellenbosch) Refer to Section C3.1 for further details on specifications and pricing.</p> <p>A3.1 PREFABRICATED STORMWATER CONCRETE PIPES</p> <p style="padding-left: 40px;">(a) OGEE TYPE – PER METRE</p> <p style="padding-left: 60px;">i. 375 mm 100</p> <p style="padding-left: 60px;">ii. 450 mm 100 D</p> <p style="padding-left: 60px;">iii. 525 mm 100 D</p> <p style="padding-left: 60px;">iv. 600 mm 100 D</p> <p style="padding-left: 60px;">v. 675 mm 100 D</p> <p style="padding-left: 60px;">vi. 750 mm 100 D</p> <p style="padding-left: 40px;">(b) Spigot and Socket joints.....</p> <p>A3.2 SUBSURFACE DRAINAGE</p> <p style="padding-left: 20px;">I. Crushed stone obtained from commercial sources for subsoil drainage system (19mm – Uniform stone size) m³.....</p> <p style="padding-left: 20px;">II. Graded filter sands from commercial sources m³.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>III. Cordrain or similar approved subsurface drainage pipe 100mm diameter (m).....</p> <p>IV. Cordrain or similar approved subsurface drainage pipe 150mm diameter (m).....</p> <p>V. Geotex Synthetic -fiber filter fabric (woven polypropylene, grade S120) m².....</p> <p>VI. Bidim Synthetic -fiber filter fabric (non - woven polyester, grade U24) m².....</p> <p><u>DESCRIPTION (Rate to include VAT)</u></p> <p>A4. PRECAST CONCRETE PRODUCTS (Delivered to Stellenbosch) Refer to Section C3.1 for further details on specifications and pricing.</p> <p>A4.1 Kerb and Channel</p> <p style="padding-left: 40px;">(a) Barrier Kerb BK1: (i) 1000mm..... (ii) 330mm..... (iii)</p> <p style="padding-left: 40px;">(b) Barrier Kerb BK2: (i) 1000mm..... (ii) 330mm.....</p> <p style="padding-left: 40px;">(c) Channel C1: (i) 1000mm..... (ii)</p> <p style="padding-left: 40px;"> (iii) 330mm.....</p> <p style="padding-left: 40px;">(d) Channel C2: (i) 1000mm.....</p> <p style="padding-left: 40px;"> (ii) 330mm.....</p>		
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CAPACITY:		DATE:	
NAME OF FIRM:			



<p>(e) Combined kerb and channel Type CK5:</p> <p style="padding-left: 20px;">(i) 1000mm.....</p> <p style="padding-left: 20px;">(ii) 330mm.....</p> <p>(f) Combined kerb and channel Type MK7:</p> <p style="padding-left: 20px;">(i) 1000mm.....</p> <p style="padding-left: 20px;">(ii) 330mm.....</p> <p style="padding-left: 20px;">(iii) 330mm.....</p> <p>(f) Inlet Kerb - 1 m unit</p> <p>(g) Edging Type E1– 1m unit</p> <p>A4.2 Slabs</p> <p style="padding-left: 20px;">(a) Paving slabs – 450 x 450 x 50</p> <p style="padding-left: 20px;">(b) Paving slabs – 500 x 500 x 50.....</p> <p style="padding-left: 20px;">(c) Reinforced slabs – 650 x 1250 x 75</p> <p>A4.3 Heavy Duty “Mini-Bridge” slabs 100mm thick reinforced with Y12 bars (mould available at the Beltana Roads Depot on request)</p> <p style="padding-left: 40px;">4.3.1 Bridge – 1000 x 600</p> <p style="padding-left: 40px;">4.3.2 Bridge – 500 x 1000.....</p> <p><u>DESCRIPTION (Rate to include VAT)</u></p> <p>A5. MANHOLES COVERS, AND CATCHPIT COVERS AND STORMWATER GRATINGS, AND FIRE HYDRANTS -COVER AND FRAMES. POLYMER PRODUCTS - GREY AND BLACK COLOURS ONLY (Delivered to Stellenbosch) Refer to Section C3.1 for further details on specifications and pricing.</p> <p>A5.1 MANHOLES COVERS AND FRAMES, TYPE CIRCULAR SOLID AND VENTED TOP</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>(a) Heavy Duty Polymer Concrete (SANS 1882) Type 2B Manhole Cover and Frame State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(b) Heavy Duty Polymer Concrete (SANS 1882) Type 2A Manhole Cover and Frame State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(c) Heavy Duty Cast Iron (SANS 558) Type 2A Manhole Cover and Frame State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(d) Heavy Duty Cast Iron (SANS 558) Type 2B Manhole Cover and Frame State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(e) Heavy Duty Ductile Iron HINGED (SANS 558) Type 2A Manhole Cover and Frame State Manufacture's Name..... Extra Over for Internal Locking Mechanism</p> <p>(f) Heavy Duty Ductile Iron HINGED (SANS 558) Type 2B Manhole Cover and Frame State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(g) Heavy Duty Ductile Iron Type Securex Z-600 D or similar State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>(h) Polymer Cover and Frame (SANS 1882) Type 2A 610mm X140 mm Thick (Cover) Material: Polymer Concrete. Duty Class: Heavy Duty – 215kN Colour: Cloud Grey. Weight: 68kg Cover, 31kg Frame State Manufacture's name.....</p> <p>A5.2 MANHOLES COVERS ONLY</p> <p>(a) Heavy Duty Polymer Concrete (SANS 1882) Type 2B Manhole Cover and Frame State Manufacture's Name..... Extra Over for Internal Locking Mechanism</p> <p>(b) Heavy Duty Polymer Concrete (SANS 1882) Type 2A Manhole Cover and Frame State Manufacture's Name..... Extra Over for Internal Locking Mechanism</p> <p>(c) Heavy Duty Cast Iron (SANS 558) Type 2A Manhole Cover and Frame State Manufacture's Name..... Extra Over for Internal Locking Mechanism</p> <p>(d) Heavy Duty Cast Iron (SANS 558) Type 2B Manhole Cover and Frame State Manufacture's Name..... Extra Over for Internal Locking Mechanism</p> <p>A5.3 CATCHPITS COVERS AND FRAMES</p> <p>(a) Galvanised Iron Inlet Kerb complete with (vertical) gratings and heavy duty "vastrap" plate opening, stainless steel hinges and lock or similar SABS approved.</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(b) Medium Duty Polymer Concrete Catchpit Type 9D (SANS 1882), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(c) Heavy Duty Polymer Concrete Catchpit Cover (SANS 1882), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism.....</p> <p>(d) Medium Duty Cast Iron Catchpit Type 9D (SANS 558), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(e) Heavy-Duty Cast-Iron Catchpit Cover (SANS 558), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism.....</p> <p>(f) Heavy Duty Ductile Iron HINGED (SANS 558) Type 2A Cover and Frame State Manufacture's Name.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>Extra Over for Internal Locking Mechanism</p> <p>(g) Heavy Duty Ductile Iron HINGED (SANS 558) Type 2B Manhole Cover and Frame</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>A5.4 CATCHPITS COVERS ONLY</p> <p>(a) Medium Duty Polymer Concrete Catchpit Type 9D (SANS 1882), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(b) Heavy Duty Polymer Concrete Catchpit Cover (SANS 1882), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism.....</p> <p>(c) Medium Duty Cast Iron Catchpit Type 9D (SANS 558), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism</p> <p>(d) Heavy-Duty Cast-Iron Catchpit Cover (SANS 558), opening size 450 x 600</p> <p>State Manufacture's Name.....</p> <p>Extra Over for Internal Locking Mechanism.....</p> <p>A5.5 GULLY GRIDS / STORMWATER GRATING COMPLETE WITH FRAME</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>(a) Heavy Duty Polymer Concrete (SANS 1882) Gully Grid / Stormwater Grating</p> <p>State Manufacture's Name.....</p> <p>Size of Opening: 300 x 450.....</p> <p>Size of Opening: 400 x 600.....</p> <p>Size of Opening: 450 600.....</p> <p>(b) Heavy Duty Cast Iron (SANS 1115) Gully Grid / Stormwater Grating</p> <p>State Manufacture's Name.....</p> <p>Size of Opening: 300 x 450.....</p> <p>Size of Opening: 400 x 600.....</p> <p>Size of Opening: 450 600.....</p> <p>(c) Heavy Duty Ductile Iron Hinged (SANS 1115) Gully Grid / Stormwater Grating</p> <p>State Manufacture's Name.....</p> <p>Size of Opening: 300 x 450.....</p> <p>Size of Opening: 400 x 600.....</p> <p>Size of Opening: 450 600.....</p> <p>A5.6 GULLY GRIDS / STORMWATER GRATING EXCLUDING FRAME</p> <p>(a) Heavy Duty Polymer Concrete (SANS 1882) Gully Grid / Stormwater Grating</p> <p>State Manufacture's Name.....</p> <p>Size of Opening: 300 x 450.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>Size of Opening: 400 x 600.....</p> <p>Size of Opening: 450 600.....</p> <p>(b) Heavy Duty Cast Iron (SANS 1115) Gully Grid / Stormwater Grating</p> <p>State Manufacture's Name.....</p> <p>Size of Opening: 300 x 450.....</p> <p>Size of Opening: 400 x 600.....</p> <p>Size of Opening: 450 x 600.....</p> <p>A5.7 SPECIALIZED COMBINATION CATCHPIT COVERS AND INLETS, SABS APPROVED</p> <p>(a) Galvanised Iron inlet kerb complete with (vertical) gratings, 6mm thick heavy duty "vastrap" catchpit cover for opening, stainless steel hinges and internal locking mechanism, or similar SABS approved. State manufacture's Name and Guarantee if applicable: Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>(b) Ductile Iron inlet kerb complete with (vertical) gratings and heavy-duty catchpit cover for opening with internal locking mechanism, similar SABS approved. State manufacture's Name and Guarantee if applicable: Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>(c) Polymer concrete inlet kerb complete with (vertical) gratings and heavy-duty catchpit cover for opening with internal locking mechanism, similar SABS approved. State manufacture's s Name and Guarantee if applicable: Rate for Supply only.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>Rate for Supply and install.....</p> <p>(d) Polymer Concrete Inlet Kerb (1200 mm X 250 mm) Size/ Dimension Duty Class: Heavy Duty 135kN. Usage: Storm Water Catchpit Protection. Optional: Fibre Thrash Grating. Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>(e) Polymer Inlet Slab Cover (Cover Only) (1m X 500 mm X 80 mm) Size Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>A5.8 FIRE HYDRANT- COVER AND FRAME POLYMER PRODUCTS</p> <p>(a) Hydrant-Fire Cover Only Size/Dimensions (406 mm X 270 mm) Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>(b) Hydrant- Fire Cover and Frame Size/ dimensions (406 mm X 270 mm) Rate for Supply only.....</p> <p>Rate for Supply and Install.....</p> <p>DESCRIPTION (Rate to include VAT)</p> <p>A6.</p> <p style="padding-left: 40px;">BRICKS</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<p>Refer to Section C3.1 for further details on specifications and pricing.</p> <p>A6.1 Clay brick, Type: NFX (SANS 1575)</p> <p style="margin-left: 40px;">Per 1000 (collect)</p> <p style="margin-left: 40px;">Per 1000:</p> <p style="margin-left: 40px;">Delivered to Stellenbosch.....</p> <p style="margin-left: 40px;">Delivered to Franschhoek.....</p> <p>A6.2 Clay Paving Bricks –Autumn Pavers (SANS 1575)</p> <p style="margin-left: 40px;">(a) 50 mm thick per 1000 (collect)</p> <p style="margin-left: 40px;">Per 1000:</p> <p style="margin-left: 40px;">Delivered to Stellenbosch.....</p> <p style="margin-left: 40px;">Delivered to Franschhoek.....</p> <p style="margin-left: 40px;">(b) 73 mm thick heavy duty per 1000 (collect)</p> <p style="margin-left: 40px;">Per 1000:</p> <p style="margin-left: 40px;">Delivered to Stellenbosch.....</p> <p style="margin-left: 40px;">Delivered to Franschhoek.....</p> <p>A6.3 Clay Paving Bricks - De-hoop Red (SANS 1575)</p> <p style="margin-left: 40px;">(a) 50 mm thick per 1000 (collect)</p> <p style="margin-left: 40px;">Per 1000:</p> <p style="margin-left: 40px;">Delivered to Stellenbosch.....</p> <p style="margin-left: 40px;">Delivered to Franschhoek.....</p> <p style="margin-left: 40px;">(b) 73 mm thick heavy duty per 1000 (collect)</p> <p style="margin-left: 40px;">Per 1000:</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



Delivered to Stellenbosch..... Delivered to Franschhoek.....		
A6.4 Clay Paving Bricks – Wheatstone (SANS 1575) (a) 50 mm thick per 1000 (collect) Per 1000: Delivered to Stellenbosch..... Delivered to Franschhoek..... (b) 73 mm thick heavy duty per 1000 (collect) Per 1000: Delivered to Stellenbosch..... Delivered to Franschhoek.....		
A6.5 Concrete Paving Bricks - Concrete Interlocking Type SA CLASS 35 (SANS 1508) (a) 80 mm Per 1000 (collect) Per 1000: Delivered to Stellenbosch..... Delivered to Franschhoek.....		
A6.6 Concrete Paving Bricks - Concrete Interlocking Type SA CLASS 35 Coarse Exposed Aggregate – Brown Stone Concrete (SANS 1508) (a) 80 mm Per 1000 (collect) Per 1000: Delivered to Stellenbosch..... Delivered to Franschhoek.....		

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



<p>A6.7 Concrete Paving Bricks – White Concrete Paver (SANS 1058)</p> <p>(a) 80 mm Per 1000 (collect)</p> <p>Per 1000: Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>A7. CEMENT Refer to Section C3.1 for further details on specifications and pricing. <u>DESCRIPTION (Rate to include VAT)</u></p> <p>Ordinary Portland Cement complying with SANS 50197-1 Class: 42.5 N Minimum of 20 bags</p> <p>Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p> <p>Masonry Cement for use in mortar complying with SANS 50413-1 Class: MC25 Minimum of 20 bags Delivered to Stellenbosch.....</p> <p>Delivered to Franschhoek.....</p>		
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SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
				Rate	
				Year1	Year2
A8.1 CONTROL SIGNS					
A8.1.1	Stop sign	R1 + R1.1	300		
			600		
			900		
A8.1.2	Stop-Yield sign	R1.2	600		
			900		
			1200		
A8.1.3	3-Way STOP sign	R1.3	248x248		
			373x373		
A8.1.4	4-Way STOP sign	R1.4	248x248		
			373x373		
A8.1.5	STOP\GO sign	R1.5A + R1.5B	600		
			900		
A8.1.6	Yield Sign	R2	600		
			900		
			1200		
A8.1.7	Yield to Pedestrian (include R2)	R2.1	338x450		
			450x600		
A8.1.8	Yield at Traffic Circle	R2.2	600		
			900		
			1200		
A8.1.9	No entry sign	R3	300		
			600		
			900		
A8.1.10	One-way roadway	R4.1, R4.2 & R4.3	600x450		
			800x600		
A8.1.11	Pedestrian Priority	R5	300x300		
			600x600		
			900x900		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
				Rate	
				Year1	Year2
A8.1.12	Pedestrian Priority	R6	600		
			900		
A8.2 COMMAND AND PROHIBITION SIGNS (ROUND)					
A8.2.1	R100 Series - Command	R101\TR101 - R140\TR140	300		
			600		
			900		
A8.2.2	R200 Series - Prohibition	R201\TR201 - R241\TR241	300		
			600		
			900		
A8.2.3	R300 Series - Reservation	R301\TR301 - R326\TR326	450x600		
			675x900		
		R327\TR327 - R354\TR354	450x600		
			675x900		
A8.2.4	R400 Series	R401\TR401 - R403\TR403	450x600		
			675x900		
A8.2.5	R500 Series	R501\TR501 – R583\TR583	450x600		
			675x900		
A8.2.6	R600 Series	Regulation signs (R101\TR101 – R241\TR241)	300		
			600		
			900		
		Regulation signs (R301\TR301 – R583\TR583)	450X600		
			675X900		
A8.3 WARNING SIGNS: ROAD LAYOUT SIGNS (TRI-ANGLE)					
A8.3.1	W100 Series - Road layout	W101\TW101 - W119\TW119	600		
			900		
			1200		
A8.3.2	W200 Series - Direction of Movement	W201\TW201 - W218\TW218	600		
			900		
			1200		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
				Rate	
				Year1	Year2
A8.3.3	W300 Series - Symbolic	W301\TW301 - W363\TW363	600		
			900		
			1200		
A8.3.4	W400 Series - hazard Markers	W401\TW401 - W402\TW402	150x600		
			200x800		
		W403\TW403 - W404\TW404	1200x700		
			1200x930		
		W405\TW405 - W406\TW406	450x450		
		W407\TW407 - W408\TW408	1350x450		
		W409\TW409 - W410\TW410	2700x450		
			1200x200		
		W411\TW411	1800x300		
W413\TW413	350x600				
	466x800				
W414\TW414	900x450				
	W415\TW415	600x150			
		800x200			
A8.4 DIRECTION OF MOVEMENT SIGNS					
A8.4.1	Warning sign combination	W218 + IN 11.1 (Reduce speed)	900		
			1200		
A8.4.2	Warning sign combination	W332 - RB	900		
			1200		
A8.4.3	Warning sign combination	W302 - WA + IN	900		
			1200		
A8.4.4	Warning sign combination	W332 - WF + IN11.2+SS3	900		
			1200		
A8.4.5			900		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
				Rate	
				Year1	Year2
	Warning sign combination	R201-RC + W208-WC+ IN11.2-SS3	1200		
A8.4.6	Warning sign combination	W205 + W318 - WD + IN 11.4	900		
			1200		
A8.5 INFORMATION SIGNS					
A8.5.1	Information signs	IN1\TIN1 – IN27\TIN27	200x600		
			300x600		
			300x900		
			450x600		
			450x900		
			600x600		
			675x900		
			700x1200		
			900x1200		
		Price per m ²			
A8.6 TEMPORARY WARNING SIGNS					
A8.6.1	Delineator heavy duty rubber base	TW402	600x150		
			800x200		
			1000x250		
	Delineator light duty plastic base	TW402	600x150		
			800x200		
			1000x250		
A8.7 PORTABLE STANDS FOR INFORMATION AND DIRECTION SIGNS					
A8.7.1	Triangle signs	W Series	600		
			900		
			1200		
A8.7.2	Round signs	R Series	300		
			600		
			900		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION	SIZE (MM)	PRICE INCL. VAT	
			DELIVERY STELLENBOSCH	
			Rate	
			Year1	Year2
A8.8 GUIDANCE SIGNS				
A8.8.1	Direction Signs (GD Series) - Price per m ²			
A8.8.2	GDL and GDS signs - Price per m ²			
A8.8.3	GFS (Tourism) signs – Price per m ²			
A8.8.4	GE (Route markers) signs – Price per m ²			
A8.8.5	GLS (Tourism) signs – Price per m ²			
A8.8.6	GS101\TGS101 – GS505\TGS505 GS701 – GS820	900x1200		
		1125x1200		
		1200x1600		
		1500x1600		
A8.8.7	GS600\TGS600	2400x3200		
		2500x3000		
		3000x4000		
		3400x2400		
		3200x4200		
		3200x3410		
		3200x2500		
		2500x2750		
A8.8.5	GS900\TGS900	3200x2750		
		900x1200		
		1200x1600		
A8.9 ADDITIONAL ITEMS				
A8.9.1	Moveable stacman barriers to be filled with water	1000x1920		
A8.9.2	Expanding Barrier with galvanised steel feet and reflective tape	0		
		3m (w) x 1040mm (h)		
		4m (w) x 950mm (h)		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION	SIZE (MM)	PRICE INCL. VAT	
			DELIVERY STELLENBOSCH	
			Rate	
			Year1	Year2
		5m (w) x 810mm (h)		
A8.9.3	Orange traffic cones(Day Glow Type)	450mm		
		750mm		
A8.9.4.1	60mm diameter x 3mm wall thickness Galvanized Pole with pegs and caps	1,6m		
		3,2m		
		3.6m		
		6,4m		
A8.9.4.2	60mm diameter x 4.5mm wall thickness Galvanized Pole with pegs and caps	1,6m		
		3,2m		
		3.6m		
		6,4m		
A8.9.5.1	76mm diameter x 3mm wall thickness Galvanized Pole with pegs and caps	1,6m		
		3,2m		
		3.6m		
		6,4m		
A8.9.5.2	76mm diameter x 4.5 mm wall thickness Galvanized Pole with pegs and caps	1,6m		
		3,2m		
		3.6m		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION	SIZE (MM)	PRICE INCL. VAT	
			DELIVERY STELLENBOSCH	
			Rate	
			Year1	Year2
		6,4m		
A8.9.6	80-99mm diameter, SABS approved CCA treated timber pole	1,7m		
		2,1m		
		2,4m		
		3m		
		3,6m		
		4,2m		
		4,8m		
		5,4m		
		6m		
A8.9.7	100-119mm diameter, SABS approved CCA treated timber pole	1,7m		
		2,1m		
		2,4m		
		3m		
		3,6m		
		4,2m		
		4,8m		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION	SIZE (MM)	PRICE INCL. VAT	
			DELIVERY STELLENBOSCH	
			Rate	
			Year1	Year2
		5,4m		
		6m		
A8.9.8	120-139mm diameter, SABS approved CCA treated timber pole	1,7m		
		2,1m		
		2,4m		
		3m		
		3,6m		
		4,2m		
		4,8m		
		5,4m		
		6m		
A8.9.9	140-159mm diameter, SABS approved CCA treated timber pole	1,7m		
		2,1m		
		2,4m		
		3m		
		3,6m		
		4,2m		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL					
ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
			Rate		
			Year1	Year2	
			4,8m		
			5,4m		
			6m		
A8.9.10	76mm diameter Galvanized Cantilever Road sign pole (See C3.1 for detailed drawing) with pegs and spacer		Each		
A8.9.11	Traffic Signs Unistrut (Clamps) including bolts and nuts		#1117		
			#1118		
			#1119		
			#1120		
			#1121		
			#1123		
		#1125			
A8.9.12	Unistrut P4000 Channel		per meter		
A8.9.13	Convex Mirror		600		
			900		
A8.9.14	Guard rail reflector		Each		
A8.9.15	Warning flags for flagman (orange or red with reflective cross in the middle – size 500 x 500)		Each		
A8.9.16		Red 2-way	Each		

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



A8. ROAD TRAFFIC SIGNS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

THE ROAD TRAFFIC SIGNS SUPPLIED, MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.

ITEM NO	DESCRIPTION		SIZE (MM)	PRICE INCL. VAT	
				DELIVERY STELLENBOSCH	
			Rate		
			Year1	Year2	
	Road Stud. (plastic)	Yellow 2-way	Each		
		Yellow-Red	Each		
		White-Orange	Each		
		White 2-way	Each		
		Blue 2-way	Each		

A9 BOLLARDS

Refer to Section C3.1 for further details on specifications and pricing.

DESCRIPTION (Rate to include VAT)

		Year1	Year2
A9.1	Bollards, CCA treated round head timber bollard, SABS approved 1.2m height, 125mm diameter		

A10. ROADMARKING PAINTS AND EQUIPMENT (PLASCON OR SIMILAR APPROVED)

THE ROADMARKING PAINT SUPPLIED MUST CONFORM TO THE SPECIFICATIONS OF THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL AND SABS 731. SABS 731 CERTIFICATE TO BE ATTACHED. NOTE THAT CONTRACT AGREEMENTS WILL IMMEDIATELY BE TERMINATED WHERE SUBSTANDARD ROADMARKING PAINT IS SUPPLIED.

DESCRIPTION (Rate to include VAT)

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



ITEM NO	DESCRIPTION	UNIT	PRODUCT NAME	DELIVERY TO STELLENBOSCH MUN. STORES	
				RATE	
				YEAR1	YEAR2
A10.1	White road marking paint	5 litres			
A10.2	Yellow road marking paint	5 litres			
A10.3	Red Road marking paint	5 litres			
A10.4	Traffic Yellow paint for traffic signal poles	5 litres			
A10.5	Concrete primer	5 litres			
A10.6	Galvanised steel primer	5 litres			
A10.7	Plastic primer	5 litres			
A10.8	Black road marking paint	5 litres			
A10.9	Lacquer Thinners	5 litres			
A10.10	"Spirits of Salts" Acid based cleaner	5 litres			
A10.11	100mm Academy Snow pile refill <u>rollers with handles</u>	Each			
A10.12	100mm Academy Snow pile refill <u>rollers only</u>	Each			
A10.13	100mm Academy Snow pile roller <u>handles only</u>	Each			
A10.14	100mm Academy paint brushes	Each			
A10.15	75mm Academy paint brushes	Each			
A10.16	50mm Academy paint brushes	Each			

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



A11. VEGETATION CONTROL (DELIVERY TO STELLENBOSCH)
DESCRIPTION (Rate to include VAT)

ITEM NO	DESCRIPTION (ACTIVE INGREDIENT)	UNIT	PRODUCT NAME	RATE	
				YEAR1	YEAR2
A11.1	Glyphosate 700g/l	20 litres			
A11.2	Glyphosate 700g/l	10 kg			
A11.3	Glyphosate 360g/l	20 litres			
A11.4	Glyphosate + Terbutylazine mixture (non-selective)	10 litres			
A11.5	MCPA + Dicamba mixture (selective) grass	10 litres			
A11.6	Propaquizafop 100g/l	5 litres			
A11.7	Triclopyl 280g/l + Clopralid 90g/l	10 litres			
A11.8	Triclopyl 480g/l	10 litres			
A11.9	Triclopyl 360g/l	10 litres			
A11.10	Imazapyrl 100g/l with dye (red)	10 litres			

A12. ANCILLARY STRUCTURAL TIMBER:

Manufactured and graded in accordance with the South African Bureau of Standards (SABS) / South African National Standards (SANS) specifications as laid out in SANS 1783-1:2013 & SANS 1783-2:2013 & SANS 1783-4:2012 & SANS 10096:2013

DESCRIPTION (Rate to include VAT)

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



ITEM NO	DESCRIPTION	UNIT (Number)	SIZE (MM)	DELIVERY TO STELLENBOSCH MUN. STORES	
				RATE	
				YEAR1	YEAR2
A12.5	Materials:				
(a)	BALLAUE TIMBER PAR (PLAIN ALL ROUND) -for use in timber bridges:				
		10	226X76X3000		
		10	125X38X3000		
		10	226X22X3000		
(b)	IRROKO TIMBER(SLIUSE) PAR (PLAIN ALL ROUND)- for use in water channel sluice gates:				
		10	226X76X3000		
		10	226X38X3000		
		10	226X22X3000		
(c)	TREATED PINE: Hazard Class (H3)				
		10	114X38X3000		
		10	226X38X300		
		10	38X38X3000		
			76X38X3000		

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



Part 2: HIRING OF EQUIPMENT

EQUIPMENT (CIVIL ENGINEERING WORKS)

Daily rate (i.e., 8 hours) to be submitted for hiring of vehicles and equipment. Vehicles and equipment must be supplied ready for use, with fuel and in good working order.

DESCRIPTION (Rate to include VAT)

Equipment / Vehicles to be supplied with fuel and operator.

NOTE, where equipment differs from those that are specified, the tenderers are to supply details of this alternative equipment and submit a rates and costs for transport.

B1 Digger Loader, as specified or similar (supply details)

B1.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Type: Cat 422E (2WD)			
Type: Cat 428E (4WD)			

B1.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e., zero transport cost).

B1.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc)		
4. Klapmuts		
5. Vlothenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B1.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

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



B2 Front End Loader, as specified or similar (supply details)

B2.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Volume (cubic meters): 2.2 – 2.5			
Volume (cubic meters): 2.5 – 3.5			
Volume (cubic meters): 3.5 – 4.5			
Volume (cubic meters): 4.5 – 5.5			
Volume (cubic meters): 5.5 – 6.5			

B2.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost).

B2.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlootenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B3 Rollers, as specified or similar (supply details)

B3.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Double Drum Vibratory:			
1,0 - 1,5t			
1,5 - 2,5t			
2,5 - 3,5t			
PEDESTRIAN ROLLERS:			
500 – 550kg			
650 – 700kg			

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



800 – 900kg			
900 – 1000kg			

B3.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e., zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B3.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlothenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B3.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B4 Rollers, as specified or similar (supply details)

B4.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Double Drum Vibratory:			
PNEUMATIC ROLLERS:			
7 - 14t			
14 - 21t			
SINGLE DRUM VIBRATORY, PADFOOT:			
4 - 7t			
7 - 10t			
10 - 14t			
SINGLE DRUM VIBRATORY, SMOOTH:			
4 - 7t			
7 - 10t			
10 - 14t			
STATIC ROLLERS:			
7 - 9t			
9 - 11t			

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



B4.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B4.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlothenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B4.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B5. Excavators, as specified or similar (supply details)

B5.1 Rate:

Tracked Excavators:	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Type: 3t			
Type: 5t			
Type: 10t			
Type: 15t			
Type: 20t			
Type: 20t Long Reach			
Type: 30t			

B5.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B5.2: 3 – 10 ton Tracked Excavators

B5.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		

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



5. Vlotenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B5.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B5.3: 15 – 30 ton Tracked Excavators

B5.3 .1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlotenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B5.3.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B6 Excavators, as specified or similar (supply details)

B6.1 Rate:

Wheeled Excavators:	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Type: 3t			
Type: 5t			
Type: 8t			
Type: 13t			

B6.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B6.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1.Stellenbosch and surrounding		
2.Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlotenberg and surrounding		

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



6. Jamestown and surrounding		
7. Raithby		
B6.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B7 Dozers, as specified or similar (supply details)

B7.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Type: D3			
Type: D4			
Type: D5			
Type: D6			

B7.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B7.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlootenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B7.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B8 Tipper Trucks, as specified or similar (supply details)

B8.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
5,5 m ³			
10 m ³			

B8.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

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



B8.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlootenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B9.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

1.

B9 Water Trucks, as specified or similar (supply details)

B9.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Volume: 4000lts			
Volume: 6000lts			
Volume: 8000lts			
Volume: 10000lts			
Volume: 12000lts			

B9.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost).

B9.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.		RATE	
		YEAR 1	YEAR 2
1. Stellenbosch and surrounding			
2. Franschhoek and surrounding			
3. Dwars River Region (Kylemore, Pniel, Laquedoc			
4. Klapmuts			
5. Vlootenberg and surrounding			
6. Jamestown and surrounding			
7. Raithby			
B9.2.2 Rate Submitted for Transport Cost Between Municipal Sites		YEAR 1	YEAR 2

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



1. Rate per Kilometre		
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B10. Grader, as specified or similar (supply details)

B10.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Type: 120G			
Type: 120H			
Type: 140G			
Type: 140H			

B10.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e., zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B10.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vloottenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B9.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B11. Dumpers, as specified or similar (supply details)

B11.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
B17			
B20			

B11.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

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



B11.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlootenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B11.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B12 Other Equipment, as specified or similar (supply details)

B12.1 Rate:

	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Bandit 12 Woodchipper			
Bandit Beast Chipper			

B12.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e., zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B12.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vlootenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B12.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

B13 Other Equipment, as specified or similar (supply details)

B13.1 Rate:

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



	LIST EQUIPMENT TYPE	DAILY RATE	
		YEAR 1	YEAR 2
Jet Vac Combination Municipal Sewer cleaning truck			
Vacuum truck (honey sucker) for Municipal Sewer			

B13.2 Total Transport Costs – Where no rate is submitted for transport cost, no transport cost can be claimed (i.e. zero transport cost). Rate submitted for bringing equipment to, and removing from, the following areas.

B13.2.1 Rate submitted for bringing vehicles / equipment to, and removing from, the following areas.	RATE	
	YEAR 1	YEAR 2
1. Stellenbosch and surrounding		
2. Franschhoek and surrounding		
3. Dwars River Region (Kylemore, Pniel, Laquedoc		
4. Klapmuts		
5. Vloottenberg and surrounding		
6. Jamestown and surrounding		
7. Raithby		
B13.2.2 Rate Submitted for Transport Cost Between Municipal Sites	YEAR 1	YEAR 2
1. Rate per Kilometre		

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



19: SPECIFICATIONS

GENERAL

CERTIFICATES OF CARRYING CAPACITIES

Suppliers are to comply with all relevant laws and regulations pertaining to the transporting of plant and materials.

PERMITS

No source of supply will be considered unless the tenderer furnishes with his tender a certified copy of a current permit to quarry issued by the relevant government department.

MOISTURE CONTENT

The moisture content of sand, gravel, stone, and road layer works materials delivered shall be 15% or less. Materials with a moisture content more than 15% limit will not be accepted.

DELIVERIES

Where it is stated that procured services are to be delivered to Stellenbosch, delivery will be accepted at the Beltana Municipal Depot on Helshoogte Road, Stellenbosch. Where it is stated that procured services are to be delivered to the Franschhoek, delivery will be accepted at Municipal Depot situated near La Motte in Franschhoek.

Working Hours:

Monday to Thursday	7:30 – 16:15
Friday	7:30 – 15:00

Deliveries can only be accepted during these hours unless prior arrangements have been made with the official in charge of the stores or with the superintendent in charge of the site to which the goods must be delivered and no claim from the tenderer resulting from non-compliance with this condition will be considered by the Council.

A1. BITUMEN, PAVING FABRIC AND READY-MIX ASPHALT

A1.1 (a); A1.2 (a); A1.3 (a); A1.4 (a); A1.5(a): BITUMINOUS PRODUCTS

- All bituminous products shall comply with the following SANS 4001 Standard Specifications:
- Drums will be regarded as the property of the Council.

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



MEASUREMENT AND PAYMENT

Items A1.1(a); A1.2(a); A1.3(a); A1.4(a); A1.5(a)

Tenderers are to submit a percentage mark-up on the Manufacturer's current price. The tendered percentage is the percentage mark up on the actual cost of bitumen as supplied by regional Bituminous Binder Manufacturers. The tendered percentage shall include full compensation for the handling cost of the contractor, and the profit in connection with procurement of the bituminous product.

A1.6: PAVING FABRIC

- Paving fabric for crack sealing (Kaytech's Sealmac or similar approved) shall comply with the specification below:

PROPERTIES		UNIT	PAVING FABRIC	TEST METHOD
THICKNESS	Thickness under 2 kPa	mm	1.4	SANS 10221
1. TENSILE STRENGTH	Machine direction	kN/m	9	SANS 10221
	Elongation	%	40 - 60	
	Across direction	kN/m	8	
	Elongation	%	40 - 60	
TEAR STRENGTH	Minimum Strength	N	215	ASTM D4533
GRAB STRENGTH	Minimum Strength	N	390	ASTM D4632
1 PENET	CBR	kN	1.50	SANS 10221
PUNCTURE RESISTANCE	Diameter of hole	mm	28	ISO 13433
G VALUE (Robustness) Geotextile Strength Rating			1500	AUSTROADS
2. MELTING POINT (polyester-based product)		°C	260	ASTM D276
BITUMEN RETENTION ** See explanation below		l/m ²	1.20	ASTM D 6140

A2 STONE, GRAVEL, AND SAND

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



Where the materials are not from recognized sources and records of compliance with the relevant specifications are not available, additional tests must be done by an approved laboratory. Sand and stone must comply with SANS 1083.

A2.1 MATERIAL FOR BASE, SUBBASE AND SELECTED LAYERS

- The Contractor shall supply and deliver to the Beltana Municipal Depot, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area.
- All material shall comply with SANS 1200 Standard Specifications.
- When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice at the cost of the Contractors.

A2.2 CRUSHER DUST

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area, crusher dust suitable for premix and slurry seal work. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice. Material to comply with the following grading limits:

SIEVE (SQUARE MESH)	PERCENTAGE BY MASS PASSING
4.75mm	100
2.36mm	90 - 100
1.18mm	65 – 95
0.60mm	42 – 72
0.30mm	23 – 48
0.15mm	10 – 27
0.075mm	3 - 12

A2.3. WASHED CRUSHER GRIT FOR SLURRY & PREMIX

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch

or to any other site within the Stellenbosch Municipal area, washed crusher grit suitable for Slurry and Premix work. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice. Material to comply with the following grading limits:

SIEVE SIZE mm	PERCENTAGE BY MASS PASSING
9.5	-
6.7	100
4.75	70 – 100
3.35	50 – 75
2.36	45 – 60
1.18	30 – 47

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



0.600	20 – 34
0.300	10 – 22
0.150	7 – 15
0.075	5 – 10

A2.4 SAND FOR CONCRETE

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area, Sand suitable for the manufacture of concrete. The material shall consist of natural sand or crusher dust and shall comply with the Requirements of SANS 1200. In addition, the Material shall have a fineness modulus of about 2.8 and it shall show a Shrinkage of not more than 0.25 when tested in accordance with SANS. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice.

A2.5 SAND FOR MASONRY

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area, sand suitable for the use in masonry and bricklaying. The material shall comply with the requirements of SANS 1200. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice.

A2.6 FILLING SAND

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area, filling sand suitable for the use in trenches as bedding for pipe laying. When called upon, the Tenderer shall submit a test sample for inspection.

A2.7 STONE FOR CONCRETE

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch or to any other site within the Stellenbosch Municipal area, stone for use in the mixing of concrete and complying with the latest edition of SANS 1200. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice.

A2.8, A2.9 and A2.10 6.7mm and 9.5mm STONE FOR PREMIX

The Contractor shall supply and deliver to the Municipal Yard, Beltana, Helshoogte Street, Stellenbosch, 6.7mm or 9.5mm stone as specified for use in the mixing of premix and complying with the latest edition of SANS 1200. When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice.

A2.11 RALUMAC 06

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



When called upon, the Tenderer shall submit a test sample of at least one cubic meter for testing by any private Laboratory of the Municipality's choice.

The material must consist of 60% washed crusher sand, 30% unwashed crusher dust and 10% washed 6.7mm aggregate.

The aggregate crushing value should not exceed 21 (Test Method B1 TMH1). The aggregate 10% FACT value (dry) shall be not less than 210kN, at least a 75% wet to dry ratio and a minimum polishing aggregate value of 50. The aggregate should have maximum flakiness index of 35%.

The Crusher sand shall be obtained from parent rock with an aggregate crushing value not exceeding 30 or a mixture of crusher sand and clean natural sand, where the mixture does not contain more than 25% of natural sand. The sand shall be clean, tough, durable, and angular in shape.

The grading limits and fineness modulus of material is tabled below:

	% PASSING THROUGH SIEVE BY MASS									
	6.7	4.7	3.36	2.36	1.18	0.6	0.3	0.15	0.75	FM
Lower Limit	98	70	50	45	30	20	10	7	5	2.37
Upper Limit	100	100	75	60	47	34	22	15	10	3.25

The service provider shall produce, when called upon to do so, certificates and or test results confirming that the material complies with the specification.

A3 DRAINAGE

A3.1 PREFABRICATED STORMWATER CONCRETE PIPES

- All concrete pipes shall be in accordance with SABS 677 Standard Specifications.
- They are to be true, even in shape, size and bore and true lines throughout the joints shall be of "Ogee" pattern.
- All pipes shall be inspected and approved by the Engineer on the site of the works and the Contractor will be required to replace all pipes damaged in the normal procedure of off-loading and storing at the works.

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



A4 PRECAST CONCRETE PRODUCTS

A4.1 KERBS AND CHANNELS

Kerbs, Channels and Edging to comply with SANS 1200 Specifications.

The contractor shall replace all kerbs and channels damaged in transit and in the normal procedure of off-loading and storing.

Inlet kerbs to be reinforced with 4 – 12 mm diameter rods.

A4.2 COVER SLABS

Cover slabs shall be cast in 1:1½:2 concrete 19mm stone maximum the following dimensions: 600 x 600 x 75mm and 750 x 1000 x 75mm. Reinforcement shall consist of 12mm diameter rods at 75mm centres both ways. All slabs shall be true to shape. Provision should be made for 2 lifting eyes in each slab.

A4.3 PRECAST MINI BRIDGES

The precast concrete “mini” bridges will have a concrete strength of 30Mpa. Reinforcement shall consist of 10mm diameter Y10 steel rods at 75mm centers both ways. The shape of the bridge is arch.

The Contractor shall replace all units damaged in transit and in the normal procedure of, of loading.

All units and slabs are to be reinforced.

A5 MANHOLES COVERS, AND CATCHPIT COVERS AND STORMWATER GRATINGS

All manhole covers and frames called under this contract shall be either Heavy Duty, Cast Iron or Polymer Concrete as stipulated in the price schedule conforming in every respect to the latest SANS Standard Specification as listed in the Bill of Quantities.

Polymer products to be grey and black colours only.

A6. BRICKS

All bricks called under this contract shall conform in every respect to the latest SANS Standard Specification.

A7. CEMENT

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



All cement used during construction shall comply with SANS 50197-1 for common cements and SANS 50413-1:2004 for masonry cement.

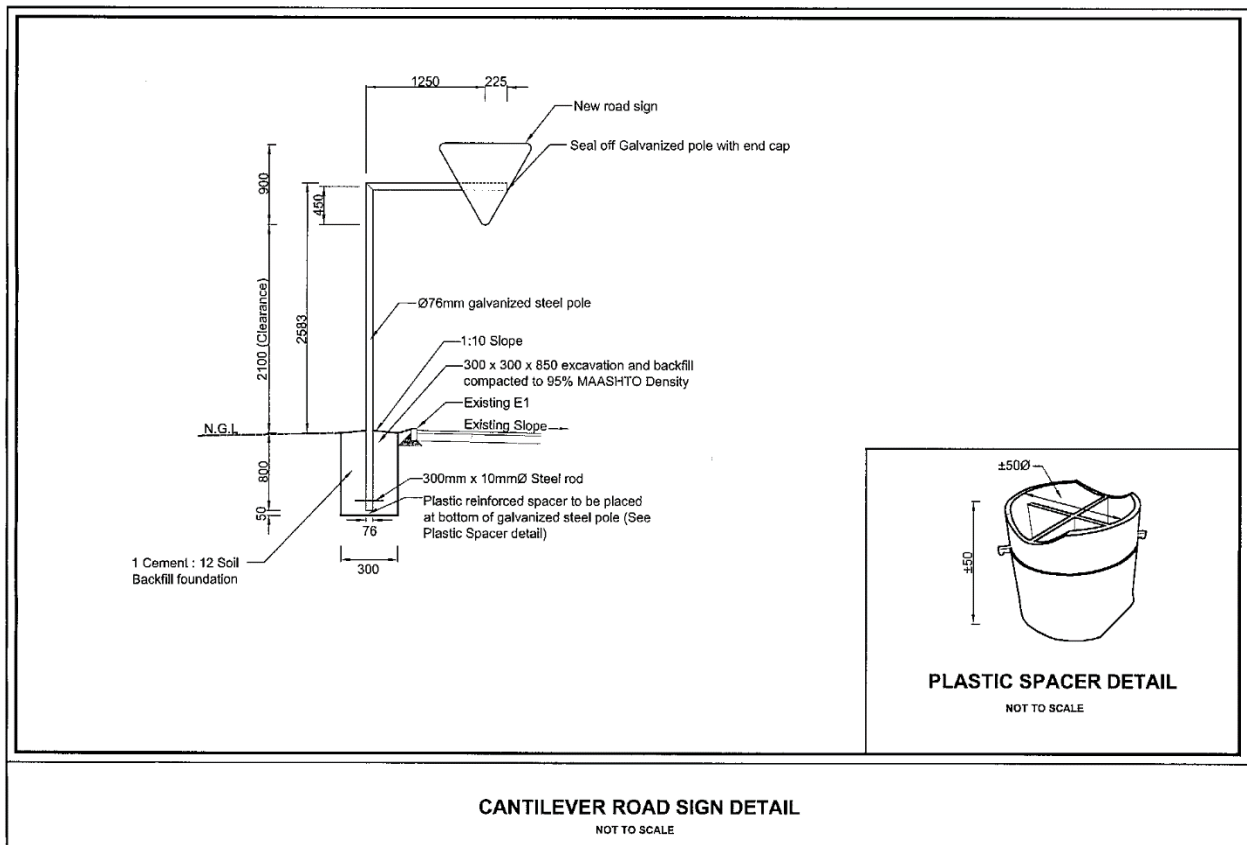
A8. ROAD TRAFFIC SIGNS

TRAFFIC SIGNALS

The traffic signals supplied, must conform to the specifications of the latest South African Road Traffic Signs Manual, SABS 1459 (Traffic lights) and SABS 1547 (Traffic signal controllers).

A8.9.10 Cantilever Road Sign Pole

The road traffic signs supplied, must conform to the specifications of the latest South African Road Traffic Signs Manual.



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



1. ROADMARKING PAINTS (PLASCON OR SIMILAR)

The road marking paints supplied, must conform to the specifications of the latest South African Road Traffic Signs Manual and SABS 731.

- **Product Description:** Single pack solvent-borne coatings for the marking of traffic-bearing surfaces
- **Intended uses:** Used for the marking of transverse markings, longitudinal markings, arrows, painted islands, symbols, words, letters and/or numerals, parking markings, kerbs, parking garage floors, etc. Suitable for use on concrete and bituminous road and runway surfaces.
- **Product Information:**

Appearance:	Smooth Matt
Colours:	White, Black, Golden Yellow (SABS B49), Signal Red (SABS A11).
Generic Type:	Modified Alkyd
Solids:	Approximately 72% by mass; 49% by volume (typical for White)
Viscosity at 23°C:	94 KU (typical)
S.G:	1,43 (typical for white)
Recommended DFT:	290 – 300 µm
Dry temperature resistance	Continuous: 90°C Non-Continuous: 120°C
Flash Point	0°C

B1 – B12 CIVIL ENGINEERING PLANT

Suppliers are to comply with all relevant laws and regulations pertaining to the transporting of plant and materials.

Suppliers are to provide drivers for vehicular equipment, where small equipment requires operators, these will be supplied by the Municipality.

B1.2 – B12.2 MEASUREMENT AND PAYMENT

On finalization of the exact location(s) where plant will be required, and prior to the generation of supply order, bidders are to submit the kilometre distances to be billed for the transportation.

Transport of Plant, note that all transport cost, associated to the hiring of plant, will be added to the hiring cost when determining the total cost. Evaluations and supply orders will be based on the total cost.

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



General Occupational Health and Safety Provisions

1. Legal Requirements

Where heavy vehicular construction equipment's are hired for extended periods of time, the Service Provider or principal contractor shall, as a minimum, comply with:

- (i) The Occupational Health and Safety Act and Regulations (Act 85 of 1993)
- (ii) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993)

2. Risk Assessment

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained. The principal contractor shall conduct a baseline risk assessment before work commences.

The risk assessment shall further include, where applicable, the standard working procedures and the applicable method statements. This does not imply that all possible risk assessments must be attended to before work commences, but that all relevant risk assessments receive the necessary attention as the Project progresses.

Based on the risk assessments, the principal contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences.

The risk assessment shall include, as far as is reasonably practicable, at least:

- (i) the identification of the risks and hazards to which persons may be exposed
- (ii) the analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method used shall not be prescribed.
- (iii) a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system.
- (iv) a monitoring plan and
- (v) a review plan, inclusive of dates to be adhered to.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

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



The principal contractor shall review the risk assessments and standard working procedures regularly as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide the Employer, other contractors, and all other concerned parties with copies of any changes, alterations or amendments

3. Administrative Controls

(i) Site specific Health and Safety Plan

In compliance with the Construction Regulations the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer.

The health and safety plan shall include, but not be limited to, the following:

- (1) The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- (2) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
 - (3) Public vehicular and pedestrian traffic accommodation measures;
 - (4) Control of the movement of construction vehicles;
 - (5) The storage and use of materials;
 - (6) The use of tools, vehicles and plant;
 - (7) Temporary support structures;
 - (8) Dealing with working at height;
 - (9) The use of batch plants;
 - (10) Excavation work;
 - (11) Demolition work;
 - (15) Safety equipment, devices and clothing to be employed;
 - (16) Emergency procedures;
 - (18) Induction and training;
 - (19) Provision and maintenance of the health and safety file and other documentation;
 - (20) Arrangements for monitoring and control to ensure compliance with the safety plan.

Health and Safety Records

As required by the Construction Regulations, the principal contractor and other contractors shall each keep an OH&S file on site. The OH&S file is a term for the SHE Management System utilised on site, which may include copies of relevant documentation.

The following index is neither exhaustive nor prescriptive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3) where applicable
- Latest copy of OH&S Act (General Administrative Regulation 4)

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



- Proof of registration and good standing with COLD Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction regulation 5(1))
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant, and other equipment by the operator/driver/user
 - Demolition inspection register
 - Electrical installations, -equipment and -appliances (including portable electrical tools)
 - Excavations inspection
 - Fall protection inspection register
 - Fire equipment inspection and maintenance
 - Ladder inspections
 - Lifting equipment register
 - Materials hoist inspection register
 - Machinery safety inspection register (incl. machine guards, lockouts etc.)
 - Scaffolding inspections
 - Stacking and storage inspection
 - Inspection of suspended platforms
 - Inspection of vessels under pressure
 - Inspection of work conducted on or near water

OHS Audits and Inspections

The employer will conduct audits to comply with Construction Regulations in order to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

The principal contractor may conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification.

All the results of the abovementioned inspections and audits shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting, and placed on the OH&S File.

Accidents and Incident Investigations

The principal contractor, with the assistance of appointed Contractors if required, shall insure that the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital, or clinic, take place. The results of the investigation shall be entered into an accident/incident register.

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NAME OF FIRM:			



The affected contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

Consultations, Communication and Liaison

OH&S liaison between the employer, principal contractor, other contractors, designer, and other concerned parties will be verbally or in writing, as and when the need arises.

4. Operational Control

(a) Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- (i) to be conversant with all relevant Regulations
- (ii) to comply with their provisions
- (ii) to include them in his OH&S plan where relevant.

(b) Emergency Procedures

In conjunction with the identification of operational procedures, the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan and communicated as part of induction training. It is the responsibility of the First Aid Worker, together with the Construction Supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

(c) Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

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



Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

(d) Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g., Construction Regulation 22: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

(e) Public Health & Safety (Section 9 of the OH&S Act)

The principal contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:

- (i) Non- employees entering the site for whatever reason
- (ii) The surrounding community
- (iii) Passers-by to the site

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



20: DECLARATION BY TENDERER

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

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

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

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

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

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