STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**BID NOTICE**

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 67/25: UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH.**

TENDER NUMBER: **BSM 67/25**
DESCRIPTION: **UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH**

CLOSING DATE: **17 February 2025**

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

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: **4GB or higher**. (If intended to subcontract, the electrical-, fire- and lift installation part of the tender, CIDB grading of 2EB; 2SF and 2SI is required from subcontractors. If not subcontracted, bidder must have a 4GB or higher AND 2EB; 2SF and 2SI or higher). **Please submit the CIDB grading or CRS numbers of subcontractors with the tender document.**

***INFORMATION:***
**Tender Specifications:** **Andre Slabbert at 021 808 8444: e-mail:** Andre.Slabbert@stellenbosch.gov.za
**SCM Requirements:** **Gerald Kraukamp at 021 808 8519: e-mail:** Gerald.Kraukamp@stellenbosch.gov.za
**Office hours for collection;** **08h00-15h30**

A Compulsory Clarification Meeting will be held on **21 January 2025** at 11:00 at the Plein Street Library, Stellenbosch (GPS Co-ordinates: 33°56'12.52"S, 18°51'43.01"E). Tenderers who fail to attend the compulsory information session will be regarded as non-compliant, or did not give the contact details on time will also regard as non-compliant. Provision for load shedding must be made.

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 **"BSM 67/25: UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

*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 fe**e of R 1000.00.per document.***

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

G Mettler (Ms)
MUNICIPAL MANAGER

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**TENDER KENNISGEWING**

**STELLENBOSCH MUNICIPALITY NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 67/25: OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH**

TENDER NOMMER: **B/SM 67/25**
BESKRYWING: **OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH**

SLUITINGSDATUM: **17 February 2025**

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

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tenderaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **4GB. of hoër** hê. **Indien beoog om te subkontrakteer**, word die elektriese deel van die tender, KIOR-gradering van 2EB vereis, KIOR gradereing van2SF vir en die brandvoorkoming en beskermdilenste van die tender, KIOR-gradering van 2SI vir die hysbak gedeelte word van subkontrakteurs vereis . **Indien nie gesubkontrakteer word nie**, moet die tenderaar 'n 4GB of hoër, en 2EB en 2SF en 2SI of hoër hê. (Dien ook die KIOR sertifilkate van die subkontrakteur met die tender dokument)

Die tenderaar moet 'n asbes-gesertifiseerde/geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees. Bewys van geldigheid moet saam met die tenderdokument ingedien word. Tenderaar kan 'n subkontrakteur vir asbeswerk aanstel indien nie geregistreer nie, maar die tenderaar se subkontrakteur moet 'n geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees.

**NAVRAE:**
**Tender spesifikasies:** **Andre Slabbert at 021 808 8444: e-pos:** Andre.Slabbert@stellenbosch.gov.za
**Vkb vereistes:** Gerald Kraukamp at Tel: 021 808 8519 e-pos: gerald.kraukamp@stellenbosch.gov.za
**Kantoor Ure:** **08h00-15h30**

'n **Verpligte inligtingsessie** sal gehou word op **21 Januarie 2025** om 10:00 in die Plein Straat biblioteek in Plein Straat, Stellenbosch. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word om te tender. GPS koordinate is 33°56'12.52"S, 18°51'43.01"E

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: **"B/SM 67/25 OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

| | |
|---|---|
| **Prys** | **80** |
| **BBSEB status** | **20** |
| **Totale punte vir prys en B-BSEB** | **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 Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit,* Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R1000.00 per dokument.*** *Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

***Let wel: Die Stellenbosch municipalliteit sal nou nooit kontak om geld te betaal in ruil vir die toekenning van die tender***

G Mettler (Me)
**MUNISIPALE BESTUURDER**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# TENDER NO.: BSM 67/25

# UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH

# PROCUREMENT DOCUMENT

| | |
|---|---|
| **NAME OF TENDERER:** | |
| **Total Bid Price (Inclusive of VAT)** ***(refer to page 105)*****:** | |
| **COMPLETION PERIOD IN WORKING DAYS:** | **105 Days** |
| **BBBEE LEVEL** | |

**DECEMBER 2024**


**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:**

**Andre Slabbert**

**Project Manager**

**Project Management Unit (PMU)**

Tel. Number: **021 808 8444**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 1. TENDER NOTICE & INVITATION TO TENDER

**BID NOTICE**

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 67/25 UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH**

TENDER NUMBER: **BSM 67/25**
DESCRIPTION: **UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH**

CLOSING DATE: **17 February 2025**

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

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: 4GB or higher. (If intended to subcontract, the electrical-, fire- and lift installation part of the tender, CIDB grading of 2EB; 2SF and 2SI is required from subcontractors. If not subcontracted, bidder must have a 4GB or higher AND 2EB; 2SF and 2SI or higher).

***INFORMATION:***
**Tender Specifications: Andre Slabbert at 021 808 8444:**
**e-mail:** Andre.Slabbert@stellenbosch.gov.za
**SCM Requirements: Gerald Kraukamp at 021 808 8519:**
**e-mail:** Gerald.Kraukamp@stellenbosch.gov.za
**Office hours for collection; 08h00-15h30**

A Compulsory Clarification Meeting will be held on **21 January 2025** at 11:00 at the Plein Street Library, Stellenbosch (GPS Co-ordinates: 33°56'12.52"S, 18°51'43.01"E). Tenderers who fail to attend the compulsory information session will be regarded as non-compliant, or did not give the contact details on time will also regard as non-compliant. Provision for load shedding must be made.

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 **"BSM 67/25: UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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 fe**e of R1000.00 per document.***

G Mettler (Ms)
**MUNICIPAL MANAGER**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**TENDER KENNISGEWING**

**STELLENBOSCH MUNICIPALITY NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 67/25: OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH**

TENDER NOMMER: **B/SM 67/25**
BESKRYWING: **OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH**

SLUITINGSDATUM: **17 February 2025**

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

**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tenderaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **4GB. of hoër** hê. **Indien beoog om te subkontrakteer**, word die elektriese deel van die tender, KIOR-gradering van 2EB vereis, KIOR gradereing van2SF vir en die brandvoorkoming en beskermdilenste van die tender, KIOR-gradering van 2SI vir die hysbak gedeelte word van subkontrakteurs vereis . **Indien nie gesubkontrakteer word nie**, moet die tenderaar 'n 4GB of hoër, en 2EB en 2SF en 2SI of hoër hê. (Dien ook die KIOR sertifilkate van die subkontrakteur met die tender dokument)

Die tenderaar moet 'n asbes-gesertifiseerde/geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees. Bewys van geldigheid moet saam met die tenderdokument ingedien word. Tenderaar kan 'n subkontrakteur vir asbeswerk aanstel indien nie geregistreer nie, maar die tenderaar se subkontrakteur moet 'n geregistreerde kontrakteur by die Departement van Arbeid vir Tipe 3 Asbeswerk wees.

**NAVRAE:**
**Tender spesifikasies:** **Andre Slabbert at 021 808 8444: e-pos:** Andre.Slabbert@stellenbosch.gov.za
**Vkb vereistes:** Gerald Kraukamp at Tel: 021 808 8519 e-pos: gerald.kraukamp@stellenbosch.gov.za
**Kantoor Ure:** **08h00-15h30**

'n **Verpligte inligtingsessie** sal gehou word op **21 Januarie 2025** om 10:00 in die Plein Straat biblioteek in Plein Straat, Stellenbosch. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word om te tender. GPS koordinate is 33°56'12.52"S, 18°51'43.01"E

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: **"B/SM 67/25 OPGRADERING VAN PLEINSTRAAT BIBLIOTEEK STELLENBOSCH** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL: Hierdie tender sal geëvalueer word ingevolge die** Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument

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

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

| | |
|---|---|
| **Prys** | **80** |
| **BBSEB status** | **20** |
| **Totale punte vir prys en B-BSEB** | **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 Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit,* Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R1000.00 per dokument.*** *Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

***Let wel: Die Stellenbosch municipalliteit sal nou nooit kontak om geld te betaal in ruil vir die toekenning van die tender***

G Mettler (Me)
**MUNISIPALE BESTUURDER**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**PART A**
**INVITATION TO BID**

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | BSM 67/25 | CLOSING DATE: | 17 February 2025 | CLOSING TIME: | 12:00 |
| DESCRIPTION | **UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH** | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

| BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH** | | | | | |
|---|---|---|---|---|---|
| **SUPPLIER INFORMATION** | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | **OR** | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐ Yes<br>☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | ☐ Yes<br>☐ 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<br>[IF YES ENCLOSE PROOF] | | **2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER PART B:3 ] | |
| **3. TOTAL NUMBER OF ITEMS OFFERED** | | | **4. TOTAL BID PRICE** | **R** | |
| **5. NAME, SURNAME AND SIGNATURE OF BIDDER** | …… | | **6. DATE** | | |
| **7. CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | Supply chain management | CONTACT PERSON | Andre Slabbert |
| CONTACT PERSON | Gerald Kraukamp | TELEPHONE NUMBER | 021 808 8444 |
| TELEPHONE NUMBER | 021 808 8519 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | Andre.Slabbert@stellenbosch.gov.za |
| E-MAIL ADDRESS | Gerald.Kraukamp@stellenbosch.gov.za | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY,THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

DATE:

……...

**CONTENTS** **PAGE NUMBER**

1. 1. TENDER NOTICE & INVITATION TO TENDER....2

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY....10

2. CHECKLIST....11

3. CLARIFICATION MEETING CERTIFICATE....12

4. AUTHORITY TO SIGN A BID....13

5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES....15

6. STANDARD CONDITIONS OF TENDER (CIDB)....16

7. JOINT BUILDING CONTRACTS COMMITEE – GOVERNMENT PROCUREMENT....48

8. GENERAL CONDITIONS OF TENDER....65

9. MBD 4 – DECLARATION OF INTEREST....67

10. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)....70

11. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20....71

12. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES....82

13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION....84

14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES....86

15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)....87

16. FORM OF INDEMNITY....88

PART B – SPECIFICATIONS AND PRICING SCHEDULE....89

17. SPECIFICATIONS....90

18. PRE-QUALIFICATION SCORE SHEET....98

19. SCHEDULE OF PLANT AND EQUIPMENT....100

20. SCHEDULE OF SUBCONTRACTORS....101

21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS....102

22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS....103

23. DETAILS OF QUALIFICATION AND STAFF EXPERIENCE....104

24. CERTIFICATE OF REGISTRATION WITH CIDB ..... 106
25. FORM OF OFFER AND ACCEPTANCE ..... 107
26. PRICING SCHEDULE ..... 109
27. DECLARATION BY TENDERER ..... 110
28. PERFORMANCE GUARANTEE (PRO FORMA) ..... 111
29. FORM OF GUARANTEE FOR ADVANCE PAYMENT ..... 114
30. APPENDIX A – Architectural Specifications and Drawings ..... 117
31. APPENDIX B – Structural Engineering Specifications and Drawings ..... 118
32. APPENDIX C – Electrical Engineering Specifications and Drawings ..... 119
33. APPENDIX D – Fire Engineering Specifications and Drawings ..... 120
34. APPENDIX E – Occupational Health and Safety Specifications ..... 121
35. APPENDIX F – Lift Details ..... 122
36. APPENDIX G – Bill of Quantities ..... 123

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

## 2. CHECKLIST

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

| | | | | |
|---|---|---|---|---|
| **Certificate of Clarification/Virtual Meeting Attendance -** Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality? | **Yes** | | **No** | |
| **Authority to Sign a Bid -** Is the form duly completed and is a **certified copy** of the **resolution** attached? | **Yes** | | **No** | |
| **MBD 4** (Declaration of Interest) - Is the form duly completed and signed? | **Yes** | | **No** | |
| **MBD 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?<br>Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached?<br>(NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS) | **Yes** | | **No** | |
| **MBD 8** (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed? | **Yes** | | **No** | |
| **MBD 9** (Certificate of Independent Bid Determination) - Is the form duly completed and signed? | **Yes** | | **No** | |
| **MBD 10** (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?<br>Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested?<br>(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) - Is the form duly completed and signed?<br>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** | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 3. CLARIFICATION MEETING CERTIFICATE

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

| | |
|---|---|
| **Date Resolution was taken** | |
| **Resolution signed by (name and surname)** | |
| **Capacity** | |
| **Name and surname of delegated Authorised Signatory** | |
| **Capacity** | |
| **Specimen Signature** | |

| **Full name and surname of ALL Director(s) / Member (s)** | | | |
|---|---|---|---|
| 1. | | 2. | |
| 3. | | 4. | |
| 5. | | 6. | |
| 7. | | 8. | |
| 9. | | 10. | |

| | | | | |
|---|---|---|---|---|
| **Is a CERTIFIED COPY of the resolution attached?** | **YES** | | **NO** | |

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

### 3. PARTNERSHIP

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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: | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

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

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

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

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

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

# 6. STANDARD CONDITIONS OF TENDER (CIDB)

## F.1 General

### F.1.1 Actions

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

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

*Note*

*1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

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

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

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

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

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of

equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

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

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

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

In the case of a price and preference:

1) Score tender evaluation points for price

2) Score points for preference

3) Add the points scored for price and preference

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

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

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

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

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

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

*Where:*

*Ps* = *Points scored for price of bid under consideration;*

*Pt* = *Price of bid under consideration; and*

*Pmin* = *Price of lowest acceptable tender or offer.*

1) (a)(1) 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 :

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

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

2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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

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

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

4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

5) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

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

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

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

***Where:***

*Ps* = *Points scored for price of bid under consideration;*

*Pt* = *Price of bid under consideration; and*

*Pmin* = *Price of lowest acceptable bid.*

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

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

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

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

| B-BBEE status level of contributor | Number of points |
|---|---|
| 1 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |

| | |
|---|---|
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

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

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

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

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

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

5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated

5) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Price**

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

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

***Where:***

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

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

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

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

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

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring functionality

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

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

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

***Where:***

$S_O$ = *the score for quality allocated to the submission under consideration;*

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

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

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

**F3.19 Transparency in the procurement process**

**F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis, which contains the following information:

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

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

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

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

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

# Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data (See Part T1.3 of this Tender document)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

**Clause Number** **Tender Data**

## F.1 General

### F.1.1 Actions

*F.1.1.1* *Add the following:*

The Employer is the Municipality of Stellenbosch

*F.1.1.2* *Add the following clauses after the first paragraph:*

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Principal Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.

### F.1.2 Tender Documents

*Add the following:*

"The following documents form part of this tender:

**VOLUME 1:** The Principal Building Agreement Edition 6.2 , May 2018 as prepared by the Joint Building Contracts Committee Incorporated. This publication is available electronically but the tenderers must obtain hard copies at their own cost.

**VOLUME 2:** The Standard Preambles for Trades as published by the Association of South African Quantity Surveyors. This publication is available electronically but the tenderers must obtain hard copies at their own cost.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The Contract Document (this document, which may also be obtained in electronic format), in which is bound:

**The Tender**

**Tendering procedures**

- Tender notice and invitation to tender
- Standard Conditions of Tender
- Tender data

**Returnable Documents**

- List of returnable documents
- Returnable schedules

**The Contract**

**Agreements and Contract Data**

- Form of offer and acceptance
- Contract data
- Form of Guarantee for Construction
- Form of Guarantee for Advance Payment
- Occupational Health and Safety Agreement

**Pricing Data**

- Pricing Assumptions
- Bills of Quantities & Drawings

**Scope of Work**

- Appendices

**F.1.3**

**F.1.4 Communication and Principal agent**

*Delete the first sentence of the clause and replace with the following:*

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Principal agent is:

| | |
|---|---|
| Name: | **V3 Consulting Engineers** |
| Address: | Unit 214 & 215, 2nd Floor<br>The Cliffs Office Block<br>1, Niagara Way, Tyger Falls,<br>Carl Cronje Drive,<br>Bellville, 7530 |
| Tel: | 021 045 0066 |
| Fax: | N/A |
| Contact: | Eduard Coetzee |
| Email: | eduard.coetzee@v3consulting.co.za |

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

*Delete the full stop at the end of F.1.5.1 c) and replace with, or Add the following after F.1.5.1 c):*

d) there is a material irregularity in the tender process.

**F.1.6.2 Competitive negotiation procedure**

*Add the following to F.1.6.2.1:*

A competitive negotiation procedure will **not be** followed.

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

*Add the following between F.1.6.3 and F.1.6.3.1:*

A two-stage system will **not** be followed.

*Add the following after F.1.6.3.2.2*

**F.1.6.4 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

**F.1.6.4.1 Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the Municipality of Stellenbosch in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

**F.1.6.4.2 Appeals**

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipality Manager within 14 days of the date of the notification of the decision.

b) An appeal must contain the following:

i) Must be in writing

ii) It must set out the reasons for the appeal

iii) It must state in which way the Appellant's rights were affected by the decision;

iv) It must state the remedy sought; and

v) It must be accompanied with a copy of the notification advising the person of the decision

**F.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

F.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
**The Municipal Manager** – The Council Chambers, Stellenbosch Municipality, Plein Street, Stellenbosch or posted to PO Box 17, Stellenbosch, 7599

F.1.6.4.5 All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to
**The Municipal Manager** – The Council Chambers, Stellenbosch Municipality, Plein Street, Stellenbosch or posted to PO Box 17, Stellenbosch, 7599

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## F.2 Tenderer's obligations

**F.2.1 Eligibility**
*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

*F.2.1.1 Delete the clause and replace with the following:*
Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

F2.1.1.1 **Stellenbosch Municipality Supplier Database**

Only those Tenderers who are registered on the Central Supplier Database (CSD) as a Service provider prior to the Tender closing time, are eligible to have their Tenders evaluated. The Employer will only enter into a formal contract with a Tenderer who is registered on the Stellenbosch Municipality Supplier Database. In the case of Joint Venture partnerships this requirement will apply individually of each party of the Joint Venture.

F2.1.1.2 Tenderers who wish to register on the Stellenbosch Municipality Supplier Database may collect registration forms from the Manager: Supply Chain Management Unit, Neethling House, First Floor Room No. 121, Plein Street, Stellenbosch. Direct enquiries to: Database Clerk (Tel 021 808 8518)

*Add the following after F.2.1.2:*
*F.2.1.3* Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

*F.2.1.4* Only those tenders that satisfy the following criteria will be declared responsive:

**F.2.1.4.1 Construction Industry Development Board (CIDB) Registration**
Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **4GB** class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:
a) every member of the joint venture is registered with an active status with the CIDB;
b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the **4GB** class of construction work; and
c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4**GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

**F.2.1.4.2 Compliance with requirements of SCM Policy and procedures**
Only those tenders that are compliant with the requirements below will be declared responsive:
a) Full name of entity submitting tender to be provided;
b) Identification number or company or other registration number to be provided;
c) Tax reference number to be provided;
d) VAT registration number (if any) to be provided;
e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership/joint venture/consortium's behalf (applicable schedule to be completed);
f) A copy of the partnership / joint venture / consortium agreement to be provided;
g) A completed **Declaration of Interest – State Employees** to be provided and which does

not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);

h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
k) The tenderer's tax matters with SARS are in order;
l) The tenderer is not an advisor or consultant contracted with the Employer;
m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee

F.2.1.4.4.2 **Bank Rating**

Only those Tenderers who have a minimum "C" bank code/ rating for the construction value of this project and for a construction period of 12 months at the time of the tender evaluation would be considered responsive to have their bids evaluated further (The Tenderers certified banking details, together with a certified bank code/ rating certificate, must be supplied in Schedule 30). In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

F.2.1.4.4.3 **Good Standing with Bargaining Council**

Only those Tenderers who submit proof of registration with the relevant bargaining council(s), if any, duly established in terms of Part C of the Labour Relations Act 66 of 1995, as amended, would be considered responsive to have their bids evaluated.

**F.2.1.4.4 Compulsory clarification meeting**

Tenderers are required to attend a clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

F.2.3 **Check documents**

F.2.3 *Delete the clause and replace with the following:*
The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Principal agent at once of any such problems identified

**F.2.7 Clarification meeting**
*Add the following after the second sentence:*
A compulsory site visit and clarification meeting will be held as follows:

Refer to Tender Notice and Invitation to tender on over lead of cover page of this volume

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

**F.2.8 Seek Clarification**

*Add the following after the first sentence:*

The tenderer warrants that it has:

a) Inspected the Specifications and read and fully understood the Conditions of Contract.

b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.

c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.

e) received any notices to the tender documents which have been issued in accordance with the Principal SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

**F.2.11 Alterations to documents**

*Delete the first sentence and replace with the following:*

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

**F.2.12 Alternative Tender Offers**

No alternative tender will be considered

**F.2.13 Submitting a tender offer**

*Add the following to F.2.13.1 at the end of the first sentence:*

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

*Add the following to F.2.13.3 at the end of the first sentence:*

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (Nil) copies.

*Add the following to F.2.13.5 at the end of the first sentence:*

F.2.13.5 The tender submission details are all described in the Tender Notice and Invitation to Tender

*Add the following to F.2.13.6:*

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

*Add the following after F.2.13.9:*

F.2.13.10 By signing the Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
b) The electronic version shall not be regarded as a substitute for the issued tender documents.
c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**F.2.15 Closing time**
*Add the following to F.2.15.1 after the first sentence:*
F.2.15.1The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16 Tender offer validity**
*Add the following to F.2.16.1 after the first sentence:*
F.2.16.1 The tender offer validity period is **(180 days)**.

*F.2.16.2 Delete the clause and replace with the following:*
Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

**F.2.17 Clarification of tender offer after submission**
*Add the following to F.2.17 at the end of the third sentence:*
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Principal written request for such clarification or documents.

**F.2.18 Provide other material**
*Delete the following word in F.2.18.1:*
F.2.18.1 notarized

*Add the following to F.2.18.1 at the end of the first paragraph:*
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:
a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b) a certificate signed by the tenderer certifying that the tenderer 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;
c) particulars of any contracts awarded to the tenderer 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;
d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

*Add the following after F.2.18.2:*
F.2.18.3 Tenderers shall fully cooperate with the Principal external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

**F.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

F.2.23 **Certificates**
*Add the following after the first sentence:*
The tenderer is required to submit the following with this tender:

a) Original valid Tax Clearance Certificate in terms of the Preferential Procurement Regulations, 2011 published in the Government Gazette No. 34350 dated 8 June 2011. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS. Tenderers are to note that the Employer will not award a contractor to a Tenderer whose tax matters are not in order. Furthermore, the successful Tenderer (Contractor) is required to submit an updated original Tax Clearance Certificate to the Employer should any current Tax Clearance Certificate expire during the contract. Failure to do so may lead to the withholding of payment to the Contractor until a valid Tax Clearance Certificate is received by the Employer

b) Certified copy of VAT Registration Certificate

c) Joint venture agreement (if the Tenderer is a joint venture)

d) Proof of CIDB Registration. A Contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive Tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board.

e) Valid Municipal Rates & Taxes Certificate, Valid Lease Agreement (if renting) and latest Municipal account for entities

f) A Certified Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.

g) Contract Manager and Site Agent's Curricula Vitae

h) The B-BBEE status level of the contributor must be included on the valid original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation from 08 December 2011, should the bidder wish to claim preference point for the specific bid. A consortium/Joint Venture shall submit a

Consolidated B-BBEE certificate for the Consortium/Joint Venture

*Add the follow new clause after F.2.23.2*

## F.3 The Principal undertakings

F.3.2 **Issue Addenda**
*Delete the words "three days" from the first sentence and replace with:*

"five working days where possible"

*Add the following to F.3.2 at the end of the paragraph:*
Notwithstanding any requests for confirmation of receipt of` Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F3.4 **Opening of tender submissions**
*Add the following to F.3.4.2 at the end of the paragraph:*
The location for opening of the tender offers is the Tender Submission Office at the address as stated on the Tender Notice and Invitation to Tender.

**F.3.8 Test for responsiveness**

*F.3.8.2 Delete par F.3.8.2 (c)*

*Replace the final sentence of F.3.8.2 with the following:*
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

*Add the following after clause F.3.8.2*
F.3.8.3

a) The Tender is not in compliance with the Scope of Work (Specifications)
b) The Tenderer is not registered on the Stellenbosch Supplier Database prior to the Tender closing time and evaluation of submissions
c) The Tenderer does has not completed and / or signed the Form of Offer and Acceptance
d) The Tenderer does not comply with the CIDB contractor grading
e) The Tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so in writing
f) The Tenderer has failed to comply with Clause F.2.23
g) The Employer reserves the right to accept a tender offer which does not, in the Principal opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

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

*Add the following after clause F.3.9.2*
F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

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

*Delete the clause and replace with the following:*

F3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

*Add the following paragraph below the heading:*

The preference point system applicable to this tender is the 80/20 preference point system.

F.3.11.3(3) *Add the following after par F.3.11.3(3):*

In addition the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

In respect of Exempted Micro Enterprises (EMEs):

| **Black Ownership of EME** | **Deemed B-BBEE Status Level of Contributor** |
|---|---|
| less than 51% | 4 |
| at least 51% but less than 100% | 2 |
| 100% | 1 |

or, in respect of Qualifying Small Enterprises (QSEs):

| **Black Ownership of QSE** | **Deemed B-BBEE Status Level of Contributor** |
|---|---|
| at least 51% but less than 100% | 2 |
| 100% | 1 |

F.3.11.3(4) *Delete the heading and replace with the following:*

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

F.3.11.3(4)(a)(i) *Delete the first sentence of par F.3.11.3(4)(a)(i) and replace with the following:*

(4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30’000 and up to Rand value of R50’000’000 (all applicable taxes included):

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

*Delete the text under the formula and replace with the following:*
*Where*
*Ps = Points scored for price of tender or offer under consideration; Pt = Price of tender or offer under consideration; and*
*Pmin = Price of lowest acceptable tender or offer.*

F.3.11.3(4)(a) *Amend the number of points for status level 3 as follows:*

| B-BBEE status level of contributor | Number of points |
|---|---|
| 3 | 14 |

**F.3.11.7 Scoring Financial Offers**
*Add the following:*
The financial offer will be scored using **Formula 2 (Option 1)**.

**F.3.11.8 Scoring Preferences**
*Add the following:*
Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in the Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

*Add the following after F.3.11.9:*
F.3.11.10 **Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) acceptable bank rating
d) reputation and acceptable performance on previous contracts
e) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 **Acceptance of tender offer**
Add the following to F3.13 :

**F.3.13.1 Tenders offers will only be accepted if :**

a) The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued or the PIN provided by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
b) 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;

c) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
d) The Tenderer's tender Offer is signed by a person authorized to sign on behalf of the Tenderer;
e) The Tender Offer is signed by a person authorized to sign on behalf of the Tenderer;
f) 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;
g) The Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely;
i) The Tenderer must be registered on the Central Supplier Database;
j) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his/her tender or has provided a letter of intent to form a Joint Venture signed by all parties;
k) The Tenderer is not in arrears for more than 3 months with municipal rates and taxes and services charges;

*Add the following after F3.13.1:*

**F.3.13.2 Notification of decision and appeal period**

If the Supply Chain Management Bid Adjudication Committee, Municipal Manager or other delegated official has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.

Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 days of notification of decision or action, a written objection or complaint against the decision or action

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Head of the Procurement Section.

The format of the appeal must;

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 10 business days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipalities appeals process.

**F.3.16 Notice to unsuccessful tenderers**
*Replace the heading above with:*

**Notice to successful and unsuccessful tenderers**

*F.3.16.1 Delete the clause and replace with the following:*
Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Principal Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

*F.3.16.2 Delete clause F.3.16.2 and replace with the following:*
The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**F.3.17 Provide copies of the contract**
*Add the following after the first sentence:*
The number of paper copies of the signed contract to be provided by the Employer is one.

*F.3.19 Add the following after F.3.19*

**F.3.20 Negotiations with preferred tenderers**
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened.

Minutes of any such negotiations shall be kept for record purposes.
The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

**F.3.21 ADDITIONAL CONDITIONS OF TENDER**

**F.3.21.1 Eligibility**
Bidders will be evaluated based on pre-qualification criteria, consideration is given to similar projects and key personnel.

**F.3.21.2 Similar successfully completed projects**
Bidders must complete **Form 21** and **Form 22. Schedule of Work Experience** Returnable Schedules, which is a list of the bidder's past work experience in terms of similar successfully completed projects in the past 5 years with a minimum value of R4 million. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information

**Note:** Where the entity bidding is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.

**F.3.21.3 Demonstrated experience of key personnel**
The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous

if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization.

Bidders must complete **Form 23. Details of Qualification and Staff Experience**, Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key personnel indicated.

**Note:** One person only to qualify for each listed position. The key-personnel to be used in this regard will be subject to the approval of the Employers Agent prior to the commencement date of the contract. Should any of the persons identified in **Form 23**, Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.

**F.3.21.4 Pre-qualification criteria**

The categories that will be used to evaluate the submissions are shown below. Bidders are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, Returnable Schedules, of their bids.

These sheets only serve as an indication to the bidders on the methods that will apply to the evaluation of quality of their bids. The sheets will be completed by the Engineer based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to bid evaluation.

**F.3.21.5 Similar successfully completed projects**

The bidder is to list minimum of 3 successfully completed similar projects over the past 5 years, with respect to the construction of New Offices or Office fit-out installation or refurbishment of Commercial buildings which included finishing trades, mechanical installation, firefighting installation, lift installation and electrical installation with a contract value of above R4 million.

Failure to list minimum 3 projects in the table below and **Form 22**, which satisfies the above-mentioned criteria, will result in the tender to be considered non-responsive:

**F.3.21.6 Demonstrated experience of key personnel**

Demonstrated experience of the bidder's key personnel to be directly involved with this contract (if awarded) will be evaluated based on the information supplied by the bidder in Form 22 of Part T2.2: Returnable Schedules and the table below.

All listed key personnel to have minimum 5 years **Relevant experience.
Tenderers shall attach all relevant qualifications of listed proposed key personnel and provide proof of authenticity for said qualifications.

Failure to complete **Form 23** may result in the tender being considered non-responsive.

**A degree is qualified as a 3 or 4 year degree in a relevant discipline at a registered university. A diploma is qualified as a 3 or 4 year National Diploma in a relevant discipline obtained from registered University or Technikon.*

***The experience must be specifically relevant to the scope of work as described under the project specifications and the schedule of quantities.*

**F.3.21.7 Compliance with Occupational Health and Safety Act 1993 and Construction**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs

in compliance therewith and also to comply with the requirements of the Health and Safety specifications included in this document in the Annexes

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract must also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**F.3.21.8 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Principal Agent after the submission of any tender and the Tenderer shall be deemed to have:

1. inspected the Contract Drawings and read and fully understood the Conditions of Contract,
2. read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract,
3. visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby,
4. Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer; and
5. Before submission of any tender, the Tenderer must check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Principal Agent at once to have the same rectified, as no liability will be admitted by the Employer/Principal Agent in respect of errors in any tender due to the foregoing.

**F.3.21.9 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a change in the competitive position of the tender.

Minutes of any such negotiations shall be kept for record purposes.

**F.3.21.10 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

a) has furnished the Employer with that provider's:

- full name;
- identification number or company or other registration number; and
- tax reference number and VAT registration number, if any;

b) has indicated whether:

- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
- whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or

c) irrespective of the procurement process followed, the Employer is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the client.

**F.3.21.11 Combating abuse of the Supply Chain Management Policy**

In terms of the Employers Supply Chain Management Policy, the Employer must reject the tender of any tenderer if that tenderer or any of its directors has:

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:

b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;

c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;

d) been convicted of fraud or corruption during the past five years;

e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Returnable Documents: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender not being considered.

**F.3.21.12 UIF payments**

The tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

**F.3.21.13 Supplier database registration**

Supplier must be registered on the database of the Municipality. Suppliers not registered on the database must complete Part T2 : Returnable Documents : Registration Forms for the municipal Supplier Database and provide the relevant documentation.

**F.3.21.14 Request for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents or parts thereof may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.

b) The electronic version shall not be regarded as a substitute for the issued tender documents.

c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hardcopy tender document shall be considered.

d) The Employer or its agents, accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions

**F.3.21.15 Use of local labour**

It is a requirement of the Contract that the maximum possible use of local labour be made. To this end the Contractor shall limit his own staff to key personnel only. All unskilled staff shall be recruited from areas in the following order:

1. WC024 boundary

The Contractor shall make provision in the tendered Preliminary and General rates for all costs and additional supervision to ensure a high standard of work when complying with this contractual requirements.

This clause is to be read in conjunction with the specifications data under **Section 8 – Local Labour**

**F.3.21.16 Community Liaison Officer**

It is not a requirement of this Contract that a Community Liaison officer (CLO) be appointed for the area represented by the Tender.

**F.3.21.17 Unbundling of Municipal Assets**

As part of the project closeout, the Contractor is to provide the Consultant with all required documentation required to unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 7. JOINT BUILDING CONTRACTS COMMITEE – 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 “JBCC” means the Joint Building Contracts Committee.

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 those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27 "Tort" means in breach of contract.

1.28 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.29 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in JBCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in JBCC 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 JBCC.

**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 tha15% 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 JBCC 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 JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC 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 JBCC 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 JBCC 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 JBCC 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 of 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 JBCC 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.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**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 0f 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.

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 1) PRINCIPAL BUILDING AGREEMENT Contract Data

### A TENDER INFORMATION

### A1 Project name

UPGRADE OF PLEIN STREET LIBRARY STELLENBOSCH

### A2 Works description

The work comprises the supply of all necessary labour, materials, plant, equipment and transport required for the construction and completion of the upgrade of the library in Stellenbosch, all as indicated on the contract drawings and described in these Bills of Quantities.

### A3 Site description

| | |
|---|---|
| **Erf No / Township** | **Stellenbosch** |
| **Local authority** | **Stellenbosch Municipality** |
| **Street address** | **Plein Street** |

### A4 Employer

| | | | |
|---|---|---|---|
| **Name** | **Stellenbosch Municipality** | | |
| **Business** | **Municipality** | | |
| **Business registration number** | | **VAT /GST** | **4700102181** |
| **Contact Person** | **Andre Slabbert** | **Tel no** | **021 808 8444** |
| **Email** | **andre.slabbert@stellenbosch.gov.za** | | |
| **Registered street address** | **Plein Street, Stellenbosch 7599** | | |
| **Postal address** | **PO Box 17, Stellenbosch** | **Code** | **7599** |
| **Telephone** | **021 808 8444** | **Fax** | **N/A** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## A5 Principal Agent

| | | | |
|---|---|---|---|
| **Name** | **V3 Consulting Engineers** | | |
| **Practice registration number** | | **VAT /GST** | |
| **Contact Person** | **Eduard Coetzee** | **Tel no** | **021 045 0066** |
| **Email** | **eduard.coetzee@v3consulting.co.z** | | |
| **Registered street address** | **Unit 214 & 215, 2nd Floor<br>The Cliffs Office Block<br>1, Niagara Way, Tyger Falls,<br>Carl Cronje Drive,<br>Bellville, 7530** | | |
| **Postal address** | **street address** | **Code** | |
| **Telephone** | **021 045 0066** | **Fax** | **-** |

## A6 Architect

| | | | |
|---|---|---|---|
| **Name** | **Department of Infrastructure; Western Cape Government** | | |
| **Practice registration number** | | **VAT /GST** | |
| **Contact Person** | **Brian Verwey** | **Tel no** | **021 483 3961** |
| **Email** | **Brian.Verwey@westerncape.gov.za** | | |
| **Registered street address** | **ISM Building, 27 Wale Street, 8th floor,** | | |
| Postal address | Private Bag X9083, CAPE TOWN | Code | |
| **Telephone** | **021 483 3961** | **Fax** | **-** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## B CONTRACT DATA

**Clause references apply to the JBCC Principal Building Agreement Edition 6.2 (PBA) published May 2018.**

### 2.0 Contract and Site Information

| | | |
|---|---|---|
| **2.1** | **Law of the country applicable to the project** | **Republic of South Africa** |

### 5.0 Contract documents

| | | |
|---|---|---|
| **5.6** | **Number of copies of documents issued to contractor** | **1 Scanned electronic** |

**Priced document**

| | | |
|---|---|---|
| **Lump sum priced document, or** | **yes / no?** | **No** |
| **Priced bills of quantities (BoQ)** | **yes / no?** | **Yes** |
| ***System of measurement*** | **Standard System for Measurement of Building Work in South Africa** | |

**Contract documents comprising…**

| Description | Marked | Notes |
|---|---|---|
| **Agreements and Contract Data** | | **Included** |
| **Contract Drawings** | | **Included** |
| **Priced Document** | | **Included** |

**Contract drawings – See Annexures**

**Principal agents**

| | | |
|---|---|---|
| 6.3 | Description of interests of agents in the project other than professional services, if applicable | **No** |

### 7.0 Design Responsibility

| | | |
|---|---|---|
| 7.1 | Description of elements of the works for which the contractor is responsible | Not Applicable |
| 7.3 | Description of elements of the works for which subcontractors are responsible | Not Applicable |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 10.0 Insurances

| | | Currency | Insured amount |
|---|---|---|---|
| By the contractor in the joint names of the parties, yes/no? | | | |
| Contract Works Insurance (CWI) (including materials and goods, temporary works) | | ZAR | Contract Sum |
| Allowance for professional fees and escalation of the insured value at 25% pa, or %? | | % | 25 |
| Free issue materials at new replacement value, added to CWI, where applicable | | ZAR | N/A |
| Employer owned surrounding property (care, custody, control or worked on) | | ZAR | N/A |
| Public Liability Insurance (unlimited for the period) | | ZAR | By Contractor |
| Supplementary Insurance (incl. CWI extensions) | | ZAR | N/A |
| Removal of Lateral Support Insurance | | ZAR | N/A |
| Other: | | ZAR | By Contractor |
| Policy deductibles | | ZAR | To be determined by Contractor |

| Policy deductibles | | Currency | Amount |
|---|---|---|---|
| - Works / free issue | contractor | ZAR | |
| - Employer owned surrounding properties | contractor | ZAR | |
| - Public Liability | contractor | ZAR | |
| - Supplementary Insurance | contractor | ZAR | |
| - Removal of Lateral Support | contractor | ZAR | |
| - Other: | contractor | ZAR | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 11.0 Security

| | | |
|---|---|---|
| **11.1-11.4 The contractor shall provide a Guarantee for Construction to the employer >D11.2-3** | **yes / no?** | **Yes** |
| **11.1.2 Fixed Guarantee for Construction % of contract sum** | **%** | **5** |

## 11.3 Guarantee for Advance Payment

**ADVANCE PAYMENT SCHEDULE**

This Advance Payment Schedule is to be read in conjunction with Clauses 11.3 in the Contract Specific Data.
The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.

The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.

| **Plant and materials which have been manufactured and are stored at places other than the Site:** | **Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:** |
|---|---|
| **Lift** | **Lift** |
| | |
| | |

**Conditions:**

1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.

2) Advance payment for the purposes of deposits will only be provided up to a limit of 50% of the value of any one item being claimed.

3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment.

4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide a Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**12.0 Duties of the parties = employer = site**

| | | |
|---|---|---|
| **9.2.7** | **Alterations & additions to existing premises** | **Yes** |
| **12.1.2** | **Premises occupied** | **No** |
| **12.1.3** | **Relevant natural features to be retained / relocated / removed** | **N/A** |
| **12.1.4** | **Areas the contractor may not occupy?** | **N/A** |
| **16.7** | **Utilities connections - location** | **Existing electricity, toilets and water** |
| **12.1.5** | **Possesion of the site for** | **To be determined on date of appointment letter** |
| **12.1.12** | **Description of free issue by employer (Attach separate page for multiple items)** | **N/A** |

**14.0 Nominated Subcontractors**

| | |
|---|---|
| **Specialisation** | |
| **Specialisation** | |
| **Specialisation** | |
| **Specialisation** | |
| **Specialisation** | |

**15.0 Direct Subcontractors**

| | |
|---|---|
| **Specialisation** | |

**19/20/24 Practical completion / penalty for late completion**

| | **Inspection = working days** | **Date for Practical completion** | **Penalty Currency** | **Penalty amount per calendar day** |
|---|---|---|---|---|
| | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | **Practical completion** | **5** | **105 Working days after site handover.** | **ZAR** | **R5 000.00** |

**19 Practical completion**

**1 Items that do not have to be complete to achieve practical completion**

| |
|---|
| None |

**Criteria to achieve practical completion (the BoQ may contain a more detailed description)**

| |
|---|
| Completion of works as stated on the drawings, schedules, specifications and bills of quantities to a standard and/or quality to the approval by the Principal Agent and professional team. |

**25.0 Payment**

| | | | | | |
|---|---|---|---|---|---|
| **25.0** | **Currency** | **ZAR** | | | |
| | **Issue of regular payment certificates on** | **date@month** | **30th** | | |
| | **Materials and goods off site – paid subject to…** | **Guarantee for Advance Payment provided** | | | **Yes** |
| | **Contract price adjustment provisions** | **fixed price** | | | **No** |
| **25.10** | **The employer shall pay the contractor the amount certified in an issued payment certificate** | | | | **Within thirty (30) calendar days** |

| | |
|---|---|
| NOTE: If insufficient space, please see annexure: - | |

| | | |
|---|---|---|
| **Payment Reduction up to date of practical completion** | **%** | **5** |
| **Payment Reduction after date of practical completion** | **%** | **2.5** |
| **Payment Reduction after date of final completion** | **%** | **0** |
| | | |

**30.0 Dispute resolution**

| | |
|---|---|
| **40.0 Alternative Dispute Resolution nominating body** | **Association of Arbitrators South Africa** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 8. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

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

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**7. Negotiations for a fair market related price**

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

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

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

**9 Service Level Agreement**

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

**10 Inclusion as a standard clause in the tender specification documents where any asset is constructed**

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

**11 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……**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 9. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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.*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | |
|---|---|---|---|---|---|
| **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: | | | | |
| | | | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| 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.*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 10. 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.<br>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 | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

### 1. GENERAL CONDITIONS

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

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

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** | 20 |
| **Total points for Price and BBBEE (must not exceed 100)** | **100** |

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

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

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

### 2. DEFINITIONS

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

(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;

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 4. POINTS AWARDED FOR PRICE

### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

### 4.3 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20 points must be allocated to promote this goal. Maximum points will be allocated as follows.

| Locality of supplier | Number of Points for 80/20 Preference Points System |
|---|---|
| Within the boundaries of the municipality | 0 |
| Outside of the boundaries of the municipality | 20 |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

| YES | | NO | |
|---|---|---|---|

Business Address - ……

……

……

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

## 8. SUB-CONTRACTING

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

8.1.1 If yes, indicate:

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

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | |
|---|---|---|
| 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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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: | | | |
| | | | |
| | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)**

**(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

---

I, the undersigned,

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

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 authorised to act on its behalf: NB!

| | |
|---|---|
| **Enterprise Name:** | |
| **Trading Name (If Applicable):** | |
| **Registration Number:** | |
| **Vat Number (If applicable)** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):** | |
| **Nature of Business:** | |
| **Definition of "Black People"** | 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 –<br><br>(a) who are citizens of the Republic of South Africa by birth or descent; or<br>(b) who became citizens of the Republic of South Africa by naturalisation-<br>i. before 27 April 1994; or<br>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | |
|---|---|
| **Definition of "Black Designated Groups"** | "Black Designated Groups means:<br><br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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 100of 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 TotalRevenue 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:

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**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 20) | TOTAL POINTS (Out of 100) |
|---|---|---|---|
| TENDERER A | 68.57 | 20 | 78.57 |
| TENDERER B | 74.29 | 20 | 94.29 |
| TENDERER C | 80 | 9 | 89 |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

| | | | |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>*(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).* | **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)?<br>*(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).* | **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** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | |
|---|---|---|---|
| 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: | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[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.*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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 consortium[5] 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.*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

| | | |
|---|---|---|
| **Signature** | **Position** | **Date** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

| COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) | |
|---|---|
| **Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.<br><br>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:**<br><br>**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: | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 16. FORM OF INDEMNITY

**INDEMNITY**

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# PART B – SPECIFICATIONS AND PRICING SCHEDULE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 17. SPECIFICATIONS

## 1. PURPOSE OF REPORT

To provide SCM with tender specifications to procure the services of a Contractor to attend to the upgrade of the Plein Street Library in Stellenbosch.

## 2. BACKGROUND

The Stellenbosch Municipality plans to implement alterations and upgrades to the ground floor and first floor as well as changes to compliance legislation of the Plein Street Library section of the existing building. The intent is to divide the floor layout into sections, each with its own unique usage.

## 3. PROJECT LOCATION

The Plein Street Library building is an existing double-story building located in Plein Street, Stellenbosch as shown on the Locality plan, Figure 1. An aerial view of the Plein Street Library building is shown in Figure 2.

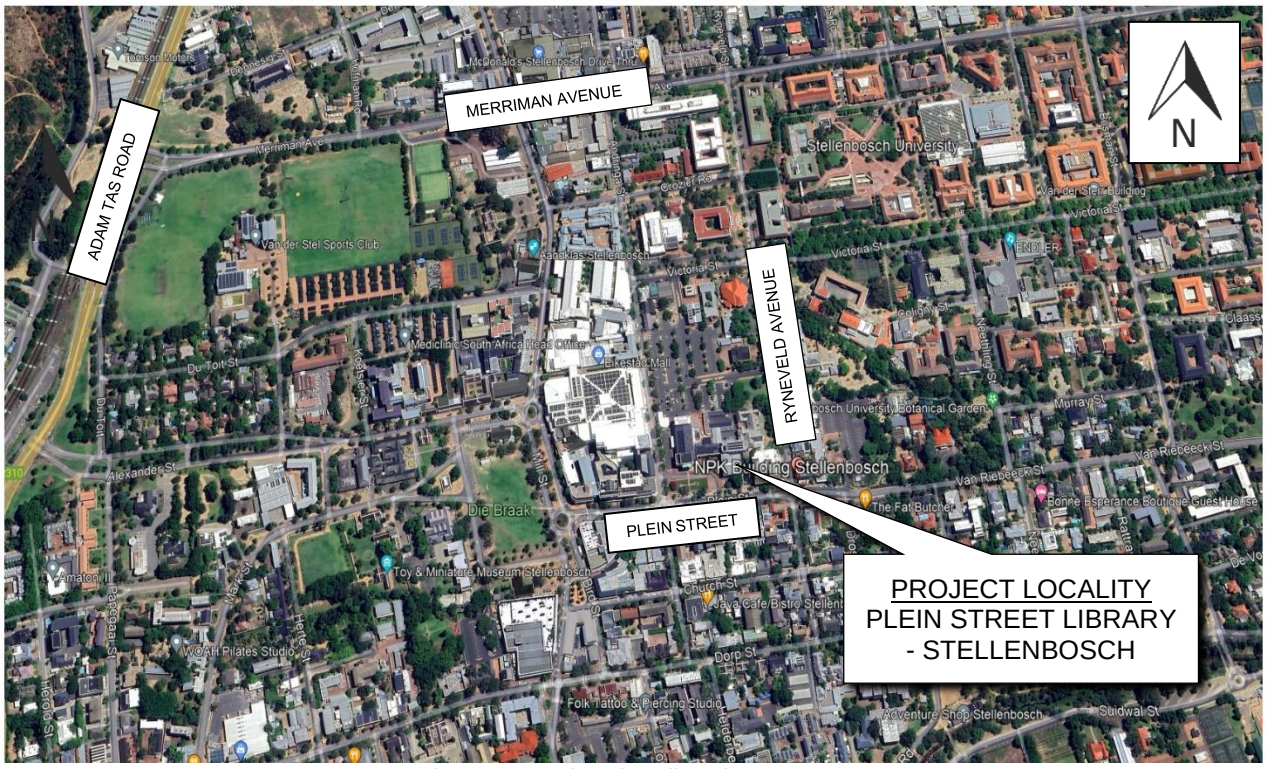


Figure 1: Project locality plan.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY




Figure 2: Aerial view – Plein Street Library.

## 4. PROJECT OBJECTIVE

The main objective of the project is alterations and upgrades to the Ground floor and First floor, as well as changes to compliance legislation of the Library section of the existing building. The intent is to divide the floor layout into sections, each with its own unique usage.

## 5. PROJECT SCOPE

Key scope of work items attended to includes the following:

- Alterations and upgrades to the existing Electrical installation to comply with current regulations.
- Alterations and upgrades to the existing Fire safety system to comply with minimum requirements.
- Provide disability access by installation of a new lift to first floor.
- Servicing and upgrading air conditioning units as needed.
- Adding data network connection points as required.
- Upgrade security and surveillance equipment as required.
- General paintwork, servicing ironmongery, attending to furniture requirements etc.

### 5.1 Architect

The general repairs and compliances as per the architect's scope are categorised as follows:

- Regulatory Compliance.
- Built Fabric Condition.

- Fit for Purpose Compliance.

See Appendix A for further specifications relating to architecture.

### 5.2 Structural Engineering

The Structural Engineering scope of work is limited to:

- Shallow lift sump in the ground floor surface bed.
- Cut-out in the first-floor slab for the lift.
- Structural assessment of the lift shaft structure.
- Minor non-loadbearing wall demolitions in the female ablutions.

See Appendix B for further specifications relating to structural engineering.

### 5.3 Electrical Engineering

The Electrical Engineer's report highlights the following items requiring intervention:

- Distribution boards - Old Fuch breakers to be replaced with new CBI breakers.
- Conduits installations to conform to specifications as per area and usage.
- New standard socket outlets to be installed throughout to comply to latest regulations.
- Existing lighting to be stripped out and replaced with new energy efficient LED luminaires throughout.
- New smoke detection system as required by SANS proposed and all rooms to be interlinked and protected by a new fire system.
- Allowance made for a new security alarm system for consideration.

See Appendix C for further specifications relating to electrical engineering.

### 5.4 Fire Engineering

The building has an occupancy classification of C2 and the following interventions are required to be achieve compliance:

- The Library to be fire separated from the adjacent office building.
- All new materials used to be compliant with SANS regulations.
- Provision of Escape Routes as per regulatory requirements.
- Additional signage, evacuation plans and emergency lighting to be added.
- Provision of a fire detection and warning system.
- Provision of fire suppression equipment and smoke control.
- New twin booster pumps for fire water
- New handrails on existing ramp
- Handrails on staircases
- Levelling of external walkway
- External gate access to be made fire accessible
- Internal fire wall to conform to standards for fire safety

See Appendix D for further specifications relating to fire engineering.

### 5.5 Heritage Architect

The Plein Street public library was included in the Stellenbosch historic core survey of 2012 and given a proposed grading of IIIA and is rated "very significant" in terms of Aesthetic Significance, and "Significant" in terms of historical, rarity, cultural and social history criteria.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

However, since the scope of work is limited to minor internal modifications a Section 34 Minor Works Permit could suffice. The Heritage Architect to submit a motivating letter to Heritage Western Cape and liaise with all stakeholders as needed.

### 5.6 Occupational Health and Safety Consultant

The basic risk assessment identified the following key items and risks:

- Restricted site access with limited workspace and storage for materials.
- Busy residential and business areas with public/pedestrian activities.
- Protection of existing services.
- Traffic Management and rubble/waste removal from the site.

See Appendix E for further specifications relating to Occupational Health and Safety.

## 6. List of Drawings

a. Architectural
   i. STEL-LIB/2024/08/06-01
   ii. STEL-LIB/2024/09/11-02
   iii. STEL-LIB/2024/09/11-03
   iv. STEL-LIB/2024/09/11-04
   v. STEL-LIB/2024/09/11-05
   vi. STEL-LIB/2024/09/11-06

b. Structural Engineer:
   i. 1195000-500 – GROUND AND FIRST FLOOR LAYOUT LIFT PIT LAYOUTS AND DETAILS

c. Electrical Engineer
   i. E5317-FG: GROUND FLOOR: FIRE DETECTION LAYOUT
   ii. E5317-F1: FIRST FLOOR: FIRE DETECTION LAYOUT
   iii. E5317-LG: GOUND FLOOR: LIGHTING LAYOUT
   iv. E5317-L1: FIRST FLOOR: LIGHTING LAYOUT
   v. E5317-PG: GROUND FLOOR: POWER LAYOUT
   vi. E5317-P1: FIRST FLOOR: POWER LAYOUT

d. Fire Engineer:
   i. M5317/RFD1: GROUND STOREY FIRE PLAN LAYOUT
   ii. M5317/RFD2: FIRST STOREY FIRE PLAN LAYOUT
   iii. M5317/RFD3: ROOF LAYOUT FIRE PLAN LAYOUT

## 7. BILL OF QUANTITIES/PRICING SCHEDULE

The Hereto attached a Bill of Quantities (Appendix F) that needs to be populated by prospective bidders.

PLEASE NOTE: Stellenbosch Municipality reserves the right to scale down on certain items listed in the Bill of Quantities or on certain buildings, should the tendered amount be in excess of the available budget.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 8. LOCAL LABOUR

(a) General

Unskilled 100% - All unskilled labour to be sourced from the Stellenbosch Area, from the project area. Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour register by the Employer.

(b) Selection of local labourers

The Contractor shall advise the Employer's Agent in writing of the various categories of local labourers required for construction and the number of local labourers required in each category, together with the personal attributes which he considers desirable that each category of local labourers shall possess. The Contractor shall select local labourers from the applicants in the labour register. Preference shall be given to the long-term unemployed and single heads of households;

The Contractor shall, in so far as is reasonably practicable, accommodate the applicants' expressed preferences regarding the types of work for which they are selected;

The selection process shall make provision for, but shall not be limited to, the inclusion of disabled, who are deemed capable to perform selected tasks, youths and women.

(c) Terms and conditions of employment
The statutory Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the Contract. In particular the Contractor shall pay his labour at least the minimum wage prescribed in the statutory legislation.

All temporary local labour shall be employed by the Contractor in accordance with the abovementioned statutory legislation conditions which are consistent with those set out below:

Engagement shall be of temporary nature for a period not exceeding the duration of the Contract. The duration of the employment shall nevertheless be as long as possible.

The Contractor shall in respect of every temporary worker employed by him in terms of the Contract, pay in full all amounts as may be due and payable in terms of the Workmen's Compensation Act. At the earliest opportunity the Contractor shall give notice to the temporary workers of the termination of the project on which they are engaged, provided always that such notice shall not be less than one week.

The Contractor shall enter into a written agreement with each temporary worker engaged by him in terms of the Contract.

The conditions of employment of the temporary worker and his rate of remuneration shall be set out fully and clearly in the agreement, and the provisions of the agreement shall be strictly in accordance with the statutory legislation.

## 9. Proposed Project Timeline

The construction period is 21 weeks.

The procurement of the lift has anticipated lead time of 14-16 weeks and therefore it is imperative that the contractor, upon award, place the order for the lift within he first week of the appointment.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 10. PROGRAMME OF WORKS

- The contractor is to provide a detailed programme of works indicating the critical path and sequencing of works.
- The contractor is to provide a detailed programme of the lift installation including the procurement, building works, installation and commissioning.

## 11. TRAFFIC ACCOMMODATION

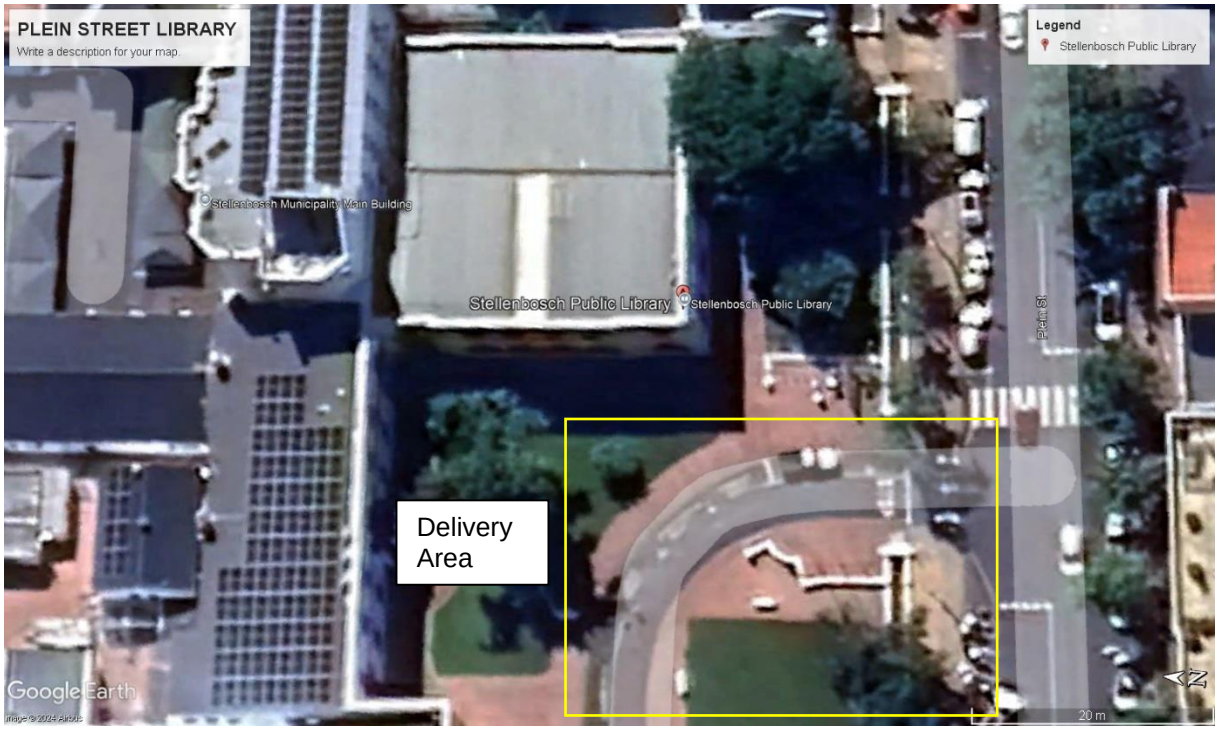



**Figure 3: Delivery area during construction**

The above highlighted area will be used for deliveries and removals. Safety provisions for directing traffic and pedestrians need to be made during deliveries, removals and construction related activities by the contractor. Delivery of materials and the safe movement of construction vehicles will be controlled by means of a traffic management plan to alleviate any congestion or interference.

Deliveries and collections are to be done during Monday to Friday between 10:00 and 15:00.

Please refer to the Occupational Health and Safety report for further information found in Appendix E.

## 12. PUBLIC AND SAFETY

The project is live site with human and vehicle traffic in and around the construction site. Residential and Business community is nearby, and it is important to ensure the signage and awareness is visible on the site, that solid barricading on site must be implemented to ensure no contact is made with civil works and members of the public. Supervision must be on site at all times.

All signs must clearly indicate access routes and evacuation procedures. Required personal protective equipment for contractors to be clearly visible. During the construction, the contractor is to provide all safety precautions, demarcations and signages for the users of the building as well as on the external sides of the building to ensure public safety.

Please refer to the Occupational Health and Safety report for further information found in Appendix E.

## 13. AS-BUILT DRAWINGS

The contactor is to provide all layouts and details to the professional team to update the as-built drawings and details.

## 14. LIFT INFORMATION

During the tender process, the contractor is to concurrently undertake the procurement process of the lift. Upon award of the contract, the contractor is to initiate the procurement of the lift from the chosen supplier.

The procurement of the lift has anticipated lead time of 14-16 weeks and therefore it is imperative that the contractor, upon award, place the order for the lift within he first week of the appointment.

An advance payment by the client will be provided subject to the contractor providing an advance payment guarantee as per the JBCC contract (this only applies to the procurement of the lift).

## 15. SITE ESTABLISHMENT

The area for site establishment will be identified at the site clarification meeting however, the following is to be noted:

- There is no requirement for a site camp and the associated services
- There is no requirement for portable toilets as the existing building can be utilised.

## 16. MANAGEMENT OF WORKS

During construction, there will be bi-weekly progress and technical meetings held on site. This will take place in a meeting room at the Plein Street Library.

The contractor is to supply monthly progress reports to the principal agent.

## 17. CONSTRUCTION PROGRAMME OF WORKS

The contractor is to provide a detailed programme of works and the lift procurement, installation and commissioning as per point number 10 above.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 18. QUALITY PLANS AND CONTROL

The contractor is to ensure that a quality control plan is in place and approved by the professional team. The contractor is to engage with the professional team to obtain approval by the professional team on the various items under the scope of works.

## 19. MINIMUM REQUIREMENTS FOR RESPONSIVE CRITERIA

1. The bidder is to list minimum of 3 successfully completed similar projects over the past 5 years, with respect to the construction of New Offices or Office fit-out installation or refurbishment of Commercial buildings which included finishing trades, mechanical installation, fire-fighting installation, lift installation and electrical installation with a contract value of above R4 million.
2. The bidder must provide the same reference if multiple or different projects were done for the same client. Reference letters with the a forementioned full details must be submitted for all the completed project references.
3. Demonstrate experience of key personnel.
4. Bidders must attend the compulsory clarification meeting to be held on 21 January 2025 at 11:00 at the Plein Street Library Building, Stellenbosch.
5. The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: **4GB** or higher. (If intended to subcontract, the electrical-, fire- and lift installation part of the tender, CIDB grading of **2EB**; **2SF** and **2SI** is required from subcontractors. If not subcontracted, bidder must have a **4GB** or higher AND **2EB**; **2SF** and **2SI** or higher).

Failure to provide such information by not completing the Schedule of work experience of the Tenderer - Completed Contracts and not submitting the reference letter per project will invalidate the bidder's offer.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 18. PRE-QUALIFICATION SCORE SHEET

### Minimum requirements

1. The bidder is to list minimum of 3 successfully completed similar projects over the past 5 years, with respect to the construction of New Offices or Office fit-out installation or refurbishment of Commercial buildings which included finishing trades, mechanical installation, firefighting installation, lift installation and electrical installation with a contract value of above R4 million; to complete form 22 , schedule of work experience

2. The bidder must provide the same reference if multiple or different projects were done for the same client. Reference letters with the aforementioned full details must be submitted for all the completed project references.

3. Demonstrate experience of key personnel to complete form 23

4. Bidders must attend the compulsory clarification meeting to be held on…..at 11:00 at the Plein Street Library Building, Stellenbosch.

6. Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **4GB** class of construction work, will be declared responsive. The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - Class of Construction Works: **4GB** or higher. (If intended to subcontract, the electrical-, fire- and lift installation part of the tender, CIDB grading of **2EB**; **2SF** and **2SI** is required from subcontractors. If not subcontracted, bidder must have a **4GB** or higher AND **2EB**; **2SF** and **2SI** or higher).

5. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

a) every member of the joint venture is registered with an active status with the CIDB;
b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the **4GB** class of construction work; and
c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Failure to provide such information by not completing the schedule of work experience of the Tenderer - Completed Contracts and not submitting the reference letter per project will invalidate the bidder's offer.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 19. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 20. SCHEDULE OF SUBCONTRACTORS

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

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

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

Attach additional pages if mores space is required.

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

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

Attach additional pages if mores space is required.

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 23. DETAILS OF QUALIFICATION AND STAFF EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

- The Contract Manager shall have at least 5 years relevant experience in construction management for project of similar nature.
- The Site Agent shall have at least 5 years relevant experience as a site agent for a project of similar nature.
- The construction Health and Safety Officer must possess the required competencies and be registered with a statutory body approved by the Chief Inspector, in this case it will be SACPCMP, as outlined in Regulation 8(6).

Failure to complete this Schedule may result in the Tender not being considered.

Tenderers shall attach all relevant qualifications and CV's of the listed proposed key personnel and provide proof of authenticity for said qualifications.

| **CONTRACT MANAGER** | **NAME**: ……**NQF LEVEL**…… | | | |
|---|---|---|---|---|
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **QUALIFICATIONS** | **VALUE OF WORK** | **YEAR COMPLETED** |
| | | | | |

| **SITE AGENT / CONSTRUCTION MANAGER** | **NAME**: ……**NQF LEVEL**…… | | | |
|---|---|---|---|---|
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **QUALIFICATIONS** | **VALUE OF WORK** | **YEAR COMPLETED** |
| | | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR | NAME: ……NQF LEVEL…… | | | |
|---|---|---|---|---|
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **QUALIFICATIONS** | **VALUE OF WORK** | **YEAR COMPLETED** |
| | | | | |

| HEALTH AND SAFETY OFFICER | NAME: ……NQF LEVEL…… | | | |
|---|---|---|---|---|
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **QUALIFICATIONS** | **VALUE OF WORK** | **YEAR COMPLETED** |
| | | | | |

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 24. CERTIFICATE OF REGISTRATION WITH CIDB

**CIDB Contractor Registration Certificate**

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

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 25. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

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

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

**1. OFFER**

1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM**: **67/25 – Upgrading of Plein Street Library, Stellenbosch**

1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 2. ACCEPTANCE

2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 26. PRICING SCHEDULE

**NOTE:**

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

I / We _____

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

of the firm _____

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

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

**Please note the following:**

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.

2. Only firm prices will be accepted and non-firm prices will not be considered.

**PRICING SCHEDULE:**
**Refer to Bill of Quantities**

## 27. 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 | |

## 28. PERFORMANCE GUARANTEE (PRO FORMA)

### GUARANTEE FOR CONSTRUCTION

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Stellenbosch Municipality.

"Contractor" means: .....

"Principal Agent" means: .....

“Works” means: …….....

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

GUARANTEE FOR CONSTRUCTION

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Construction and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee for Construction to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee for Construction is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Construction is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee for Construction have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Principal bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Guarantee for Construction, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory
(1) .....

Capacity
.....

Guarantor's signatory
(2) .....

Capacity
.....

Witness signatory
(1) .....

Witness signatory
(2) .....

## 29. FORM OF GUARANTEE FOR ADVANCE PAYMENT

GUARANTEE FOR ADVANCE PAYMENT

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Stellenbosch Municipality .....

"Contractor" means: .....

"Principal Agent" means: V3 Consulting Engineers

“Works” means: UPGRADE OF PLEINSTREET LIBRARY FOR STELLENBOSCH MUNICIPALITY

"Site" means: The site as defined in Clause 1.1 of The JBCC Edition Principal Building Agreement

"Agreement" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

“Schedule” means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which shows the value thereof to be included in the Guaranteed Advance Payment Sum .....

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as work done by the principal agent

AGREEMENT DETAILS

Principal Agent issues: Interim Payment Certificates and Recovery

Statements. GUARANTEE FOR ADVANCE PAYMENT

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee for Advance Payment to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Advance Payment, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee for Advance Payment shall be returned to the Guarantor after it has expired.

12. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee for Advance Payment is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed
at .....

Date
.....

Guarantor's signatory
(1) .....

Capacity
.....

Guarantor's signatory
(2) .....

Capacity
.....

Witness signatory
(1) .....

Witness signatory
(2) .....

## 30. APPENDIX A – Architectural Specifications and Drawings

List of Drawings:

- STEL-LIB/2024/08/06-01
- STEL-LIB/2024/09/11-02
- STEL-LIB/2024/09/11-03
- STEL-LIB/2024/09/11-04
- STEL-LIB/2024/09/11-05
- STEL-LIB/2024/09/11-06

## 31. APPENDIX B – Structural Engineering Specifications and Drawings

List of Drawings:

- 1195000-500 – GROUND AND FIRST FLOOR LAYOUT LIFT PIT LAYOUTS AND DETAILS

## 32. APPENDIX C – Electrical Engineering Specifications and Drawings

List of Drawings:

- E5317-FG: GROUND FLOOR: FIRE DETECTION LAYOUT
- E5317-F1: FIRST FLOOR: FIRE DETECTION LAYOUT
- E5317-LG: GOUND FLOOR: LIGHTING LAYOUT
- E5317-L1: FIRST FLOOR: LIGHTING LAYOUT
- E5317-PG: GROUND FLOOR: POWER LAYOUT
- E5317-P1: FIRST FLOOR: POWER LAYOUT

## 33. APPENDIX D – Fire Engineering Specifications and Drawings

List of Drawings:

- M5317/RFD1: GROUND STOREY FIRE PLAN LAYOUT
- M5317/RFD2: FIRST STOREY FIRE PLAN LAYOUT
- M5317/RFD3: ROOF LAYOUT FIRE PLAN LAYOUT

## 34. APPENDIX E – Occupational Health and Safety Specifications

## 35. APPENDIX F – Lift Details

## 36. APPENDIX G – Bill of Quantities