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CAPE AGULHAS MUNICIPALITY
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SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

Q32/2026/27

BIDDERS NAME:	_____	
CONTACT NUMBERS	**Phone:**	**Fax:**
BBBEE STATUS LEVEL		
CSD REGISTRATION NR	**MAAA**	
BID AMOUNT:	**R _____.** **VAT (inclusive)**	
CONSTRUCTION PERIOD:		

CONTACT DETAILS FOR:	
Bid document: Ms. G Koopman Tel: (028) 425 5500 Email: geraldinek@capeagulhas.gov.za	**Scope of Details** Ms. Nomfundo Tofu Tel: (028) 425 5500 Email: nomfundot@capeagulhas.gov.za
Closing date & Time: 27 November 2026 at **12h00**	

For Office Use **Official 1:** …… **Official 2:** ……	***OFFICIAL STAMP***

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

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CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

PART T1: TENDERING PROCEDURES

T1.1 **Tender Notice and Invitation to Tender**

T1.2 **Tender Data**

	CAPE AGULHA MUNICIPALITY		
	REQUEST FOR TENDERS		
	ADVERTISED ON	**MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER & CIDB**	
	TENDER NO:	**Q32/2026/27**	
Tenders are hereby invited for:	**SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)**		
PUBLISHED DATE:	**13 November 2026**	**CLOSING DATE:**	**27 November 2026**
CLOSING TIME:	**No later than 12H00.** Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.		
AVAILABILITY OF BID DOCUMENTS:			
Tender documents are available from **Me G Koopman** at telephone number 028-425-5500 during office hours or email at geraldinek@capeagulhas.gov.za. The document can also be downloaded from the municipal website: www.capeagulhas.gov.za free of charge			
Date Available:	**13 November 2026**	**Non-refundable Fee**:	**R0. 00**

BID RULES:

1. Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.
2. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF TENDER.
3. Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280.
4. Tenders may only be submitted on the Tender documentation issued by the Municipality.
5. A ValidTax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender.
6. Tenders will first be evaluated against the predetermined functionality criteria and weightings stipulated in this tender document. Only tenderers that achieve the prescribed minimum qualifying score for functionality will proceed to the evaluation for price and preference
7. The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept ant tender, as it may deem expedient.
8. Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website https://secure.csd.gov.za

Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy & Preferential Procurement	Suppliers may claim preference points in terms of the **80/20**. **Price: 80** **Specific Goals: (20)** **a) B-BBEE Status Level contributor: 10** **b) Locality of Supplier: 10** **Total Points: 100**
CIDB Registration Required	**It is estimated that contractors should have a CIDB grading of 1 SL/CE or higher.**
Site Meeting / Information Session	n/a.

ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		**ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:**	
Division	**Parks & Recreation**	**Division**	**Supply Chain Management**
Contact Person:	**Ms. Nomfundo Tofu**	**Contact Person:**	**Ms. G Koopman**
Tel:	**e-mail Enquires Only**	**Tel:**	**e-mail Enquires Only**
E-mail:	nomfundot@capeagulhas.gov.za	**E-mail:**	geraldinek@capeagulhas.gov.za

WP RABBETS
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

T1.2: TENDER DATA

1. T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the 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.

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 additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is CAPE AGULHAS MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data **Part 2: Pricing data** C2.1 Pricing instructions C2.2 Pricing schedules **Part 3: Scope of work** C3 Scope of work
F.1.4	The employer's agent is: **Name: Ms. Nomfundo Tofu** **Tel: 028 425 5500** **E-mail:** nomfundot@capeagulhas.gov.za.
F.2	**Tenderer's obligations**
F.2.1	**Eligibility** **Only those tenderers who satisfy the following criteria are eligible to submit tenders:**
F.2.1	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1 SL/CE or higher** work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; **2.** 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 **1 SL/CE or higher** work.

F.2.1.5 **Minimum score for functionality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

Please note that points scored for Quality (functionality) will not have an influence on the total tender evaluation points and will therefore not affect the ranking of the tenderers, it will only be regarded as a pre-qualification.

THE CRITERIA to be applied in evaluating the proposal is set out in the table below:

Calculate the points for functionality according to the following formula:

$P_s = S_o/M_s \times A_p$

Where

P_s = Percentage scored for functionality by bid under consideration

S_o = Total score of bid/proposal under consideration

M_s = Maximum possible score = 5

A_p =percentage allocated for functionality = 50

Criterion	Weight
1) Relevant Experience (**Schedule 1D**)	50

EVALUATION CRITERION

Tenderers must have successfully completed (please note that current projects will not be included in the evaluation) at least **3** projects of a similar scope and nature in the last 5 years. Refer to the table below for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in **Schedule 1D**. Projects of a similar scope and nature is **Playparks**.

RELEVANT EXPERIENCE	
INDICATOR	**Evaluation Criteria for Relevant Experience:** Number of similar/ same type (**Playparks**) projects completed by the Service Provider in the last 5 years) **Reference letters must be submitted**
1	The tenderer has completed 0 -1 projects in the last 5 years
2	The tenderer has completed 2 project in the last 5 years
3	The tenderer has completed 3 projects in the last 5 years
4	The tenderer has completed **4** projects in the last 5 years
5	The tenderer has completed **more than 4** projects in the last 5 years
	Total Score (Indicator /5 x 50) out of 50 maximum points

Bidders must score a minimum of **60%** to be considered. Please provide Successful references.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity.
No person will be allowed to sign the attendance list on behalf of another tenderer. Should one representative sign for more than one tenderer, both the tenderers will be disqualified.
Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alterative tender offers will be considered

F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: **Location of tender box: 1 Dirkie Uys Street, Bredasdorp, 7280** **Client address: 1 Dirkie Uys Street, Bredasdorp, 7280** **Identification details: Q32/2026/27: SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)** **Postal address: CAPE AGULHAS MUNICIPALITY, 1 Dirkie Uys Street, Bredasdorp**
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is **27 November 2026 @ 12:00**
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is **90 Days**
F.2.23	The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an **original valid** Tax Compliance Status Verification Pin issued by the South African Revenue Services. 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.
F.2.23.3	**Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)** Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2022. Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE. Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender. Bidders other than EMEs (i) Verification agencies accredited by SANAS; or (ii) Registered auditors approved by IRBA (until the expiration of the period prescribed by the dti) Bidders who qualify as EMEs (i) Sworn affidavit signed by the EM representative and attested by a commissioner of oaths.
F.3	**The Employer's undertakings**
F.3.2	**Issue Addenda** 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.
F.3.4	Tenders will be opened immediately after the closing time for tenders at **12:00**
F.3	**The Employer's undertakings**
F.3.2	**Issue Addenda** 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.
F.3.4	Tenders will be opened immediately after the closing time for tenders at **12:00**

F.3.8	**Test for responsiveness** Tenders will be considered non-responsive if: - the tender is not in compliance with the Scope of Work; - the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request; - the tenderer has failed to score the required pre-qualification points for Quality during the quality/functionality adjudication as described below - the offer section of the 'Form of Offer and Acceptance" (Part C1.1) is not fully complete and/or not signed; - the tenderer failed to submit with the tender offer an original valid Tax Clearance Certificate issued by the South Africa Revenue Services; - the tenderer is not registered with the Construction Industry Development Board in an appropriate contractor grading designation and does not comply with the CIDB contractor grading designation as specified in F.2.1.2 above; - the tenderer is in arrears for more than three (3) month with municipal rates and taxes and municipal service change; - the tenderer has failed to complete the Compulsory Enterprise Questionnaire and there are conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially comprise the tender process.
F.3.9	**Arithmetical errors, omissions and discrepancies** For a Re-measurement Contract, all the responsive tenders, and not only the highest ranked tender, will first be corrected before deciding on the lowest tender. Once the lowest tender has been decided upon, the next step is to ensure that the unit rates tendered are balanced. If there are imbalanced rates, these should be adjusted by the tenderer keeping the Contract Sum the same.
F.3.9 1	Check responsive tenders for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions, discrepancies and imbalanced tendered unit rates made or included in completing the Bill of Quantities, or (c) arithmetical errors in: (i) line-item totals resulting from the product of the unit rate and the quantity in the Bill of Quantities, 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 the amounts in figures, the amount in words shall govern. (b) If a Re-measurement Contract's Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate as quoted shall govern and the line item total shall be corrected (c) Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate shall be corrected. (d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of prices will be corrected. The corrected tender price shall be communicated to the tenderer. The tenderer may withdraw the tender but may not change the total tendered price. Reject the tender if the tenderer does not accept the corrected total of the prices, if any.
F.3.9.3	Where unit rates are considered to be imbalanced by the Employer, the tenderer shall, to the satisfaction of the Employer (refer to clause F4.3): a) justify such unit rates, or b) adjust such unit rates by increasing or decreasing these unit rates and selected other rates while retaining the total tender price derived after applying the above-mentioned arithmetical corrections, if any. Declare as non-responsive and reject a tender offer if the tenderer elects not to justify or adjust imbalanced tendered unit rates to the satisfaction of the Employer or does not correct or accept the correction of arithmetical errors.
F.3.11	The procedure for the evaluation of responsive tenders is Method 3 1) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F3.13.1	**Tender Offers will only be accepted on condition that:** (a) the tender offer is signed by a person authorised to sign on behalf of the tenderer; (b) a valid original Tax Compliance Status Verification Pin is included with his tender; (c) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender; (d) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection; (e) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; (f) Neither the Tenderer nor any of its principals are 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; (g) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect; (h) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission. The Employer is satisfied that the Tenderer or any of his principals have not attempted to influence the tender offer and acceptance in any way.
F.3.18	**The number of paper copies of the signed contract to be provided by the employer is one.**

Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
b) **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; and
c) **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
d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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 read, copied, and recorded. Writing 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 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with 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.2.2 Cost of tendering

Accept that 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 satisfy requirements.

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) may 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

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer 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 in black 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 shall 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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile, or e-mail, unless stated otherwise in the tender data.

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.2.17 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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, policies, etc.

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 clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 it is 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 the quality 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 quality evaluation above the minimum number of points for quality

stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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) 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

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer.
	2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences, and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

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

N_{FO} = W_1 x A where:
N_{FO} = the number of tender evaluation points awarded for the financial offer
W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - Pm)}{PM})$	A = P / Pm
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - Pm)}{PM})$	A = Pm / P

where:
Pm = the comparative offer of the most favourable tender offer
P = the comparative offer of tender offer under consideration

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer’s notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.

CAPE AGULHAS MUNICIPALITY

SPECIAL CONDITIONS TO BE OBSERVED WHEN TENDER IS ANNEXED

1. **INTRODUCTORY CONDITION**

1.1 Headings in these conditions are for ease of reference only and are not to be used when interpreting these conditions.

1.2 This document contains continuously numbered pages and may not be used, copied or lent out except in the performance of this contract.

1.3 Copyright in respect of this document vests in the Cape Agulhas Municipality.

1.4 Tenderers should read and inspect this document carefully for completeness and legibility. Claims based on missing pages or illegible script will not be binding on the Municipality.

1.5 **All bids must be submitted on the official forms supplied by the municipality.**

1.6 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.

1.7 Subject to the provisions of clause 1.9 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.

1.8 **The use of correction fluid / tape is prohibited.**

1.9 Notwithstanding the provisions of clause 1.7 of this document, alterations and/or corrections may only be affected as follows:

1.9.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialling in the margin next to each and every alteration or correction.

1.9.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.9.1 above, will be rejected.

1.10 Bids submitted must be complete in all respects.

1.10.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

1.10.2 The bidder must ensure that his/her bid document is securely bound.

1.10.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.

1.10.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).

1.11 Tender documents must be completed in full, and each page must be initialled. No page should be removed from the document.

2. **FORM OF TENDER**

2.1 All Tenders shall be on the prescribed forms and be fully completed, extended, totalled, and signed by the Tenderer or his duly authorised representative. Each Tender shall be in a sealed envelope and shall be placed in the Tender Box, First Floor, Cape Agulhas Municipality, Dirkie Uys Street, Bredasdorp before the closing time as indicated on the Tender Advertisement. Tenders may be posted to PO Box 51, Bredasdorp, 7280 but it is the duty of the Tenderer to ensure that the envelope is properly marked " **Q32/2026/27: SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM) ,** as well as a description of the contract for which the Tender is submitted, and the Tender is placed in the Tender Box before the closing time as indicated in the Tender Advertisement.

2.2 All additional correspondence, brochures, supporting documents or other literature which the Tenderer wishes to submit in support of or in relation to his Tender should be submitted with the Tender Documents.

3. **ADMISSION OF BIDS**

3.1 No faxed or e-mailed tenders will be considered.

3.2 Late, incomplete, open, or unmarked Tenders will not be considered.

3.3 Proof of posting **will not** be regarded as proof of delivery of the Tender to the Municipality.

3.4 Bidders shall be allowed to submit bids by registered mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.

3.5 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.

3.6 Tenders that are deposited in the incorrect box or late will not be considered

4. **ACCEPTANCE**

The Municipality is not bound to accept the lowest or any Tender.

5. **BID OPENING**

5.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.

5.2 Where practical, prices will be read out at the time of opening bids

5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.

5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. **VALIDITY AND PERIOD**

6.1 Tenders shall remain valid for 90 days after the closing date of the Tender.

6.2 The contract period will be from date of commencement**.**

6.3 **Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.**

7. **VARIATION**

No alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by and on behalf of both parties to these Conditions. This clause may not be repealed or varied in any way unless in writing and signed by both parties to this Agreement.

8. **PRICE**

8.1 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.

8.2 Prices should remain firm.

8.3 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.

8.4 Should the successful Tenderer wish to alter any Tender price during the Tender period, the Municipality reserves the right to:

8.4.1 Accept the amended price; or

8.4.2 Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.

8.5 All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.

8.6 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.

8.7 All bid prices will be final and binding

8.8 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply

8.9 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 Services (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 indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

9. **APPLICABLE LEGISLATION**

9.1 Notwithstanding anything to the contrary herein contained, and insofar as it may be relevant, all terms and conditions of this Tender shall be subject to the provisions of Section 217 of The Constitution of the Republic of South Africa, Act 108 of 1996; Sections 83 and 84 of the Local Government : Municipal Systems Act, Act 32 of 2000, Municipal Supply Chain Management Policy of 2013 and the Preferential Procurement Policy Framework Act, Act 5 of 2000 as well as Preferential Procurement Regulations of 2022.

10. **BREACH**

10.1 **Should the Tenderer withdraw its accepted Tender** prior to the expiry of the validity period referred to in Par. 4. above, or should the Tenderer refuse to accept and honour any order in acceptance of its Tender, the Tenderer will pay to Cape Agulhas Municipality the sum of R2 500.00 (TWO THOUSAND FIVE HUNDRED RAND) as a penalty to cover the cost of calling for new Tenders (if necessary).

10.2 In addition to the penalty provided for in Clause 9.1. above, should the Tenderer be in breach of contract and the Municipality suffer any loss other than the cost of re-tendering, the Municipality shall be entitled to claim damages from the Tenderer in respect of such loss which it may incur and, without limiting the generality of the foregoing, if such loss should result from the Municipality having to accept the less favourable Tender or otherwise.

11. NOTICES

11.1 The Municipality chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:

Postal Address: **PO Box 51**
BREDASDORP
7280

Physical Address: **1 Dirkie Uys Street**
BREDASDORP
7280

And the Tenderer chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:

Postal Address: _____

_____

_____

Physical Address: _____ (Kindly insert all addresses)

_____

Telephone No _____

Email Address _____

12.2.1. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and either sent by prepaid registered post or be delivered by hand. In the case of –

12.2.2. any notice being sent by prepaid post, it shall be deemed to have been received on the day of posting thereof;

12.2.3. any notice delivered by hand, it shall be deemed to have been received on the date of delivery, provided that such date is a business day or, otherwise on the next following business day.

12.2.4. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and either sent by prepaid registered mail.

12.3. Any party shall be entitled by notice to the other to change his *domicilium* provided the change shall only become effective five (5) days after service of the notice in question.

12.4. For the purpose hereof "business day" means any day other than a Saturday, Sunday or Public Holiday.

13. **DISPUTES AND DISPUTE RESOLUTION**

13.1. **MEDIATION**

Should any dispute arise between the parties to this Agreement in respect of or in connection with the agreement including the validity, breach or termination of it, the parties must without prejudice to any other right or entitlement they may have pursuant to the agreement or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiations, mediation, independent expert appraisal or other alternative dispute resolution techniques. The rules governing any such technique shall be agreed between the parties, and failing such agreement, as recommended by ADRASA (Alternative Dispute Resolution of South Africa).

13.2. **ARBITRATION**

13.2.1. Should the dispute not be resolved by such agreement within 14 (fourteen) days from written notice by one party to the other of the dispute (or such further period agreed in writing between the parties) either party may refer the dispute to arbitration.

13.2.2. This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

13.2.3. The arbitration shall be held: -

13.2.3.1. At Bredasdorp;

13.2.3.2. With only the legal and other representatives of the parties to the dispute present;

13.2.3.3. In accordance with the procedure determined by the arbitrator;

13.2.3.4. In other respects, in terms of the Arbitration Act No. 42 of 1965 as amended, it being the intention that the arbitration shall be held and completed as soon as possible;

13.2.3.5. The arbitrator shall be a practising advocate or attorney of at least 15 (fifteen) years standing or a retired judge of the Supreme Court.

13.2.3.6. Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of 11.2.1. above, the arbitrator shall be appointed at the request of either party to the dispute by the President for the time being of the Cape Law Society.

13.2.3.7. The decision of the arbitrator shall be final and binding on the parties to the dispute, shall not be subject to appeal or review and may be made an order of court at the insistence of the parties to the dispute.

13.2.3.8. The parties hereby consent to the jurisdiction of the Supreme Court of South Africa (Cape Provincial Division) in respect of the proceedings referred to in clause 11.2.2.

13.2.3.9. The parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence during the arbitration, confidential and not disclose it to anyone except for purposes of an order to be made in terms of the foregoing provisions hereof.

13.2.3.10. The provisions of this clause: -

13.2.3.11. Constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that he is not bound by such provisions;

13.2.3.12. Are severable from the rest of the contract and shall remain in effect despite the termination or invalidity for any reason of the contract.

14. **CESSION AND DELEGATION**

14.1. The Tenderer may not cede any of its/his rights, delegate any of its/his obligations, dispose of, or mortgage, pledge or encumber any of its rights under this Agreement without the Municipality's prior written consent, which consent shall not be unreasonably withheld.

15. **RISK**

15.1. Risk in and to items to be delivered by successful Tenderers shall pass to the Municipality only once the items have been delivered in good and proper order to the Municipality and delivery had been accepted in writing by a duly authorised person acting on behalf of the Municipality.

16. **SABS CODES**

16.1. All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

17. **COMPLIANCE CERTIFICATES**

17.1. The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests, but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.

18. **TAX COMPLIANCE**

18.1. The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.** In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Compliance status pin** for each of the joint venture partners.

18.2. Section 112(1)(I)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

19. **MUNICIPAL RATES & TAXES**

19.1. In terms of SCM regulation 38(1)(d) a bid may be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality, are in arrears for more than three months.

20. **CSD REGISTRATIONS**

20.1. Registered Companies must provide their CSD supplier registration number on Schedule 1 B, Compulsory Enterprise Questionnaire. Those who are not registered must do so within **7 days after the closing date of this tender**.

21. **LIST OF TENDERERS**

21.1. The Municipality shall publish a List of Tenderers who submitted Tenders on its official notice board in a spirit of openness.

22. **REQUIREMENTS OF A VALID BID**

22.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

22.1.1. Non-submission of a valid Tax Clearance Certificate and / or PIN

22.1.2. Incomplete Pricing Schedule or Bill of Quantities

22.1.3. A Form of Offer not signed in non-erasable ink,

22.1.4. Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

22.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:

22.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;

22.2.2. To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa

22.2.3. To obtain the personal income tax number(s) from the recommended bidder;

22.2.4. To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;

22.2.5. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof

22.2.6. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission

22.2.6.1. **If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards**.

23. TEST FOR RESPONSIVENESS

23.1. **A bid will be considered non-responsive if:**

23.1.1. the bid is not in compliance with the specifications.

23.1.2. The bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or

23.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

23.2. **The Municipality reserves the right to accept or reject:**

23.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.

23.2.2. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za *The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed …….. Date …….

Name …… Position …….

Tenderer ……..……..

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested.**

1.	**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**
Schedule: 1A	Invitation to Bid
Schedule: 1B	Authority for Signatory
Schedule: 1C	Compulsory Enterprise Questionnaire
Schedule: 1D	Schedule of Work satisfactorily carried out by the Tenderer (ONLY RELEVANT WORKS)
Schedule: 1E	Schedule of Proposed Subcontractors
Schedule: 1F	Proposed Amendments and Qualifications
Schedule: 1G	Declaration concerning fulfillment of the Construction Regulations, 2003
Schedule: 1H	Preference Points (MBD 6.1)
Schedule: 1I	Rendering of Services (MBD 7.2)
Schedule: 1J	Declaration of bidder's past supply chain management practices (MBD 8)
Schedule: 1K	Certificate of Independent Bid Determination (MBD 9)

2.	**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**
Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Compliance Status Pin
Schedule: 2D	Payment of Municipal Accounts
Schedule: 2E	Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates
Schedule: 2G	Proof of Letter of Good standing (COIDA)
Schedule: 2H	Joint Venture Agreement, if applicable

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Schedule: 3A Record of Addenda to Tender Documents

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1: Form of Offer and Acceptance

C1.2: Contract Data (Part 1)

Contract Data (Part 2)

C1.3 Form of Guarantee (Pro Forma)

C2.2: Bills of Quantities

C2.3: Day work Schedule

SCHEDULE 1 A

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	**Q32/2026/27**	CLOSING DATE:	**27 November 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	**SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

CAPE AGULHAS MUNICIALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Finance: SCM	DEPARTMENT	Parks & Recreation
CONTACT PERSON	Geraldine Koopman	CONTACT PERSON	Nomfundo Tofu
TELEPHONE NUMBER	028 425 5500	TELEPHONE NUMBER	028 425 5500
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za	E-MAIL ADDRESS	nomfundot@capeagulhas.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE 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: .....

SCHEDULE 1B: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ..., chairperson of the board of directors of .....… ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20…, Mr/Ms ..... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract ……. and any contract resulting from it on behalf of the company.

As witnesses:

1. ..... Chairman : .....

2. ..... Date : .....

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as .... hereby authorize Mr/Ms ....., ... acting in the capacity of ....to sign all documents in connection with the tender for Contract ....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ....., authorised signatory of the company ...., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. ..... Signature: Sole owner : .....

2. ..... Date : .....

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .... hereby authorize Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

SCHEDULE 1C : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: CSD registration number**:**

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Bank name and branch .....

Bank account number .....

Name of account holder .....

Section 7: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ an executive member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ A person who is an advisor or consultant contracted with the Municipality

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		current	**Within last 12 months**

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ an executive member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ A person who is an advisor or consultant contracted with the Municipality

Name of spouse, child or parent	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		current	**Within last 12 months**

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

SCHEDULE 1D: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of projects successfully completed by your company. This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Indication of Competence / Ability to Perform Successfully
List of recent or previous work of a similar nature within the last 5 years undertaken by the firm MUST be completed.

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Email					
5.	Name of entity					
	Contact Person					
	Tel					
	Email					

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed ..... Date .....

Name ..... Tenderer .....

SCHEDULE 1D: REFERENCES

KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

ASSESSMENT OF BIDDER'S PAST PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Schedule Of Work Satisfactorily Carried Out By The Tenderer. This form must be completed for each project listed in Schedule 1D by the authorized persons of the bidder's current or previous clients. Forms that are incomplete, unsigned, or not stamped will not be considered for evaluation. Alternatively, bidders may submit a reference letter on the clients official letterhead with the following information.

All assessment forms must be attached with the tender submission.

Name of the Entity:					
Contact Person:					
Contact Number:					
Email Address:					
Description of Work/Projects:					
Contract Value:					
Tender Number:					
Date of Commencement:					
Contract Completion Date:					
Name of Bidder:					
Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the righthand side: 1=Poor; 5=Excellent	**1**	**2**	**3**	**4**	**5**
Turn-around times					
Quality of Product/ Service					
Accessibility and Availability					
Reliability					
Customer Satisfaction					
1=Poor; 2=Unsatisfactory; 3=Average; 4=Good; 5=Excellent					
COMMENTS					
NAME & SIGNATURE OF THE RESPONSIBLE OFFICIAL:					
OFFICIAL STAMP:					

SIGNED ON BEHALF OF TENDERER: . . . . . .

SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS

Note from Engineer: 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 below being approved by the Engineer

We notify you that it is our intention to employ the following Subcontractors to work on this contract.
If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.
A company awarded a contract may not subcontract more than 25% of the value of the contract to a company with a lower BBBEE rating.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

SCHEDULE 1F: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderers attention is drawn to clause F3.8 of the Standard Conditions of Tender references in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

SCHEDULE 1G: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

   (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

   .....

   .....

   .....

   .....

4. Provide details of proposed training (if any) that will be undergone:

……
……
……
……

5. List potential key risks identified and measures for addressing risks:

……
……
……
……

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ..... …. ID NO:

(Name in Print): ..... …. ……

2. ..... … ID NO:

(Name in Print): ..... … ……..

SCHEDULE 1H: PREFERENCE POINTS (MBD6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

		POINTS
PRICE		**80**
SPECIFIC GOALS	**50% of the 20 Points**	**20**
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
Total points for Price and SPECIFIC GOALS		**100**

1.4 **Failure on the part of a tenderer to submit proof or documentation** required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

1.6 **Conditions associated with the granting of preferences**

A company/firm/entity that is granted a preference, undertakes to:

1.6.1 accept that the number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of the Tender Data, using the status as at the closing date for submission of tender offers;

1.6.2 not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the prime contractor, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works, or unless otherwise declared in terms of **Section 8** below;

1.6.3 accept the sanctions set out in Section 1.7 below should condition 1.6.2 be breached, or should the BBBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;

1.6.4 accept that, in order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof, in terms of the Construction Codes of Good Practice for Broad Based Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2022.

1.6.5 accept that, further to 1.6.4 above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the tender (attached to this schedule).

1.6.6 accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 1.6.5 above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual BBBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the Employer may have) in accordance with 1.7 below.

1.6.7 accept that a prime contractor will not be awarded points for BBBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

1.7 **Sanctions relating to breaches of preferencing conditions**

The sanctions for breaching the conditions associated with the granting of preferences are:

1.7.1 disqualify the tenderer from the tendering process;

1.7.2 recover all costs, losses or damages the Employer has incurred or suffered as a result of the tenderers or contractor's conduct;

1.7.3 cancel the contract and claim any damages which the Employer has suffered as a result of having to make less favourable arrangements due to such cancellation;

1.7.4 restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the Employer for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied;

1.7.5 forward the matter for criminal prosecution; and/or

1.7.6 a financial penalty payable to the Employer as set out below.

1.7.7 Financial penalty for breach of condition 1.6.2 in Section 1.6 above:

1.7.8 The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for (unless proven to be beyond the control of the prime contractor, or the sub-contractors are EMEs) shall be as provided for in the following formula:

Penalty = 0.5 x E (%) x P*

where:

- E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P*, less 25%
- P* = Value of the contract

Financial penalty for breach in terms of condition 1.6.6 in Section 1.6 above:

1.8 The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 1.6.5 in Section 1.6 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

Penalty = 5/100 x (B-BBEEa – B-BBEEt) x P*

where:

- B-BBEEa = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
- B-BBEEt = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation
- P* = Value of the contract

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(f) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. POINTS AWARDED FOR SPECIFIC GOALS

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

5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will 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) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)

5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will 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 Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].

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

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

5.5.2 scores 0 points for 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.

5.6 Regarding paragraph 5.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	**50% of the 20 Points = 10**
Within the boundaries of the **Cape Agulhas Municipality**	10
Within the boundaries of the **Overberg**	5
Within the boundaries of the **Western Cape**	2
Outside of the boundaries of the municipality	0

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS	**20**		
1. B-BBEE STATUS LEVEL OF CONTRIBUTOR	**10**	_____	_____
2. LOCALITY OF SUPPLIER	**10**	**Indicate (YES/NO)**	**Number of points claimed (maximum of 10 points)**
• Within the boundaries of the **Cape Agulhas Municipality**	10	____	_____
• Within the boundaries of the **Overberg**	5	____	
• Within the boundaries of the **Western Cape**	2	____	
• Outside of the boundaries of the municipality	0	____	

5.7 Promotion of Local area suppliers

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative though any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

6. BID DECLARATION

6.1 The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated, qualifies the tenderer for such preference claimed, and acknowledges that:

i) the information furnished is true and correct;
ii) the preference claimed is in accordance with the conditions of this schedule;
iii) the tenderer may be required to furnish documentary proof to the satisfaction of the Employer that the claim is correct; and
iv) he/she understands the conditions under which preferences are granted and confirms that the tenderer/prime contractor will satisfy the conditions pertaining to the granting of tender preferences.

6.2 With reference to condition 1.6.7 in Section 1.6 above, I/we declare that (tick one box as applicable – see Note below):

I/we intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for	☐
I/we **DO NOT** intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for	☐

Note:

Failure by the tenderer to tick either of the boxes in this declaration will result in no preference points being awarded.
Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2, 1.3 AND 5.1

Type of B-BBEE Contributor	**Status (tick box(es) below as applicable)**
Exempted Micro Enterprise (EME)	
Exempted Micro Enterprise (EME) equal to 100% black owned – BBBEE level of 135% in terms of the Codes of Good Practice	☐
Exempted Micro Enterprise (EME) at least 51% black owned – BBBEE level of 125% in terms of the Codes of Good Practice	☐
Exempted Micro Enterprise (EME) less than or equal to 50% black owned – BBBEE recognition level of 100% in terms of the Codes of Good Practice	☐
Exempted Micro Enterprise (EME) that is regarded as a specialized enterprise with at least 75% black beneficiaries with B-BBEE level of 135% in terms of Codes of Good Practice	☐
Exempted Micro Enterprise (EME) that is regarded as a specialized enterprise with at least 51% black beneficiaries with B-BBEE level of 125% in terms of the Codes of Good Practice.	☐
Qualifying Small Enterprise (QSE)	
Qualifying Small Enterprise (QSE) with at least 51% black ownership	☐
Qualifying Small Enterprise (QSE) with 100% black ownership	☐
Qualifying Small Enterprise (QSE) that is regarded as a specialized enterprise with at least 75% black beneficiaries with B-BBEE level of 135% in terms of Codes of Good Practice	☐
Qualifying Small Enterprise (QSE) that is regarded as a specialized enterprise with at least 51% black beneficiaries with B-BBEE level of 125% in terms of the Codes of Good Practice.	☐
Other	
Verified B-BBEE contributor. B-BBEE Status Level of Contributor[1] ☐	☐
Non-compliant contributor	☐

8. SUB-CONTRACTING

8.1. Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO YOUR COMPANY/FIRM

9.1. Name of 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
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

9.5. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....

SCHEDULE 1I: CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to Cape Agulhas Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **Q32/2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
   - Invitation to bid;
   - Tax Compliance Status Verification Pin;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (i) General Conditions of Contract; and
   (ii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE ……..

WITNESSES

1 ……

2 …….

DATE: ……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. **I WESSEL RABBETS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **Q32/2026/27** dated **27 November 2026** for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OFSERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL
SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)			

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 …….……

2 …….

DATE: ……..

SCHEDULE 1J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (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)? *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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 Date

…….. ……..……...

Position Tenderer

SCHEDULE 1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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).[2] Collusive bidding is a *pe 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:

a. take all reasonable steps to prevent such abuse;

b. 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

c. 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:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Q32/2026/27 SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

(Bid Number and Description)

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

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:

   has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) 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[3] 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:

   (a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) 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.

[3] 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.

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 Date

…… ……

Position Name of Bidder

SCHEDULE 2B: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

SCHEDULE 2C: TAX COMPLIANCE STATUS

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

In terms of SCM Regulation 43(1) and the scm policy of a municipality must, irrespective of the procurement processes followed, state that the municipality may not make any award to a person whose tax matters have not been declared in order by the South African Revenue Services. Before making an award to a person, a municipality must first check with SARS whether that persons tax matters are in order.

The tenderer **must** attach to this page a **Tax Compliance status pin that remains valid for the duration of the bid validity**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed …….. Date…….

Name ……. Position…….

Tenderer ……..……..

SCHEDULE 2D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **must** be attached to the tender document.

* The tenderers documents of incorporation (CIPC/CIPRO, or municipal account/ rental account will be used to verify locality (addresses of registered office). The registered addresses must also be captured on the Central Supplier Database (CSD).

Signed …….. Date…….

Name ……. Position…….

Tenderer ……..……..

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

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 Cape Agulhas 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, ect.:

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)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

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

Signature	**Position**	**Date**

COMMISSIONER OF OATHS	**Apply official stamp of authority on this page:**
Signed and sworn to before me at _____ , on this _____ day of_____ 20 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. **COMMISSIONER OF OATHS:-** Position: _____ _____ Address: _____ _____ Tel: _____	

SCHEDULE 2E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	**no**
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign SCHEDULE 1M: PREFERENCE POINTS and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed …… Date ……

Name …… Position……

Tenderer ……

SCHEDULE 2F: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Tenderers must provide their CIDB number and details. Failure to do so may result in the tender being invalid.

Signed …….. Date…….

Name ……. Position…….

Tenderer ……..……..

OHASA

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Cape Agulhas Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honored at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Cape Agulhas Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.	

WRITTEN AGREEMENT

This is a written agreement between

CAPE AGULHAS MUNICIPALITY

And

_____

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I,

_____

representing the MANDATARY do hereby acknowledge that _____ *(mandatary)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the health and safety requirements and to liaise with the municipality should i, for whatever reason, be unable to perform in terms of this agreement

Signed on this ..... day of ..... 2026 at .....

On behalf of MANDATARY .....

Signature ……

On behalf of the MUNICIPALITY ……

SCHEDULE 2H: JOINT VENTURE AGREEMENT, IF APPLICABLE

Tenderers shall attach to this page, a copy of their Joint Venture Agreement if applicable.

Signed …….. Date…….

Name ……. Position…….

Tenderer .....

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed …….. Date…….

Name …….. Position…….

Tenderer .....

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma)

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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 Contractor 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 value added tax is

……..….. Rands (in words).

R……in figures

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 terms of the conditions of contract identified in the contract data.

Signature . . . . . .

Name . . . . . .

Capacity . . . . . .

for the tenderer

(Name and . . . . . .

address of

organization) . . . . . .

. . . . . .

Name and

signature

of witness . . . . . Date . . . . . .

. . . . . .

2. ACCEPTANCE

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.

The terms of the contract, are contained in

Part 1	Agreements and Contract Data, (which includes this Agreement)
Part 2	Pricing Data
Part 3	Scope of Work
Part 4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:		**Signature and name of witness:**
Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
Date:	……	……

Name and address of organisation:

……

……

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....

Details ……

2 Subject ……

Details ……

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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.

For the Tenderer:		**For the Employer:**
……	**Signature**	……
……	**Name**	……
……	**Capacity**	……
Name and address of organisation:		**Name and address of organisation:**
……		……
……		……
……		……
……..	**Witness signature**	……
……	**Witness name**	……
…….....	**Date**	……

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the …… (day)

of ……. (month)

20….. (year)

at …… (place)

For the Contractor:

Signature: **…….**

Name: **……..**

Capacity: **……..**

Signature and name of witness:

Signature: **……**

Name: **……..**

C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Work, Third Edition, 2025, published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Fourth Edition, 2025, are applicable to this Contract:

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defect Liability Period is 12 months
1.1.1.15	The Employer is the **CAPE AGULHAS MUNICIPALITY**.
1.1.1.26	The Pricing Strategy is a re-measurement Contract
1.2.1.2	The Employer's address for receipt of communications and notices is: Contact Person: Ms Nomfundo Tofu Telephone: (028) 425 5500 **Address (Postal): PO BOX 51 Bredasdorp 7280** **Address (Physical): 1 Dirkie Uys Street Bredasdorp 7280**
5.3.1	The documentation required before commencement with Works' execution are: 1) Health and Safety Plan (Refer to Clause 4.3) 2) Initial programme (Refer to Clause 5.6) 3) Security (Refer to Clause 6.2) 4) Insurance (Refer to Clause 8.6) 5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	The time to submit documentation required before commencement with Works' execution is **14 days.**
5.8.1	The non-working days are Sundays. The special non-working days are: 1) All gazetted public holidays falling outside the year end break. 2) The year-end break in accordance with the dates recommended by SAFCEC. The working times are 06:00 – 20:00
5.13.1	**The penalty for failing to complete the Works is R 500 per calendar day**
5.16.3	The latent defect period is **10 years.**
6.5.1.2.3	The maximum percentage allowance to cover overhead charges is 15**%**
6.10.3	The percentage retention shall be ten per cent (10%) of payments due up to the "Limit of retention money" which shall be five per cent (5%) of the Contract Price, excluding Value Added Tax and will be payable 3 months after completion of the project.

PART 2: DATA PROVIDED BY THE CONTRACTOR

<table>
<tr><th>Clause</th><th>Description</th></tr>
<tr><td>1.1.1.9</td><td>The name of the Contractor is .....</td></tr>
<tr><td>1.2.1.2</td><td>The address of the Contractor is:
Address (Physical) : ……
.....
.....
Address (Postal) : .....
.....
.....
Telephone: .....
E-mail : .....</td></tr>
<tr><td>1.1.1.14 / 5.5.1</td><td>The time for achieving Practical completion is …… days/weeks/years</td></tr>
<tr><td>6.2.1</td><td>The security to be provided by the Contractor shall be one of the following:
<table>
<tr><td>Type of security
(Value Added Tax is included in the Contract Sum)</td><td>Contractor’s choice. Indicate “Yes” or “No”</td></tr>
<tr><td>Fixed Performance Guarantee</td><td></td></tr>
<tr><td>Variable Performance guarantee</td><td></td></tr>
<tr><td>Cash Deposit</td><td></td></tr>
</table></td></tr>
<tr><td>6.5.1.1.3</td><td>The percentage allowance on the net cost of materials actually used in the completed work is …….%</td></tr>
<tr><td></td><td>The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is……..%</td></tr>
</table>

C1.3: FORM OF GUARANTEE (PRO FORMA)

For use with the General Conditions of Contract for Construction Works, Fourth Edition, 2025.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: **CAPE AGULHAS MUNICIPALITY** .....

"Contractor" means: .....

"Engineer" means: .....

“Works” means: Contract No. **...**:.....

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

"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 Engineer of the Certificate of Completion of the Works.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R……..

(Amount in words ……..)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R……

(Amount in words ……)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's 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 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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 Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, 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 Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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) ……

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.3 Daywork Schedule

2.1: PRICING INSTRUCTIONS

PREAMBLE TO THE BILLS OF QUANTITIES

1 For the purposes of this schedule of quantities, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

2 This schedule of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

3 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

7 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.

8 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

9 The short descriptions of the payment items in the schedule of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item

10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.

11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

13 The units of measurement indicated in the schedule of quantities are metric units

The following abbreviations are used in the schedule of quantities:

mm = millimetre
m = metre
km = kilometre
km-pass = kilometre-pass
m^2 = square metre
m^2-pass = square metre pass
ha = hectare
m^3 = cubic metre
m^3-km = cubic metre kilometre
l = litre
kl = kilolitre
kg = kilogram
t = ton (1000 kg)
No = number
mn = mega Newton
mn-m = mega Newton-metre
% = per cent
KW = kilowatt
Kn = kilo Newton
PC sum = prime cost sum
Prov sum = provisional sum

14 All rates and sums of money quoted in the schedule of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the schedule of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications

PRICING SCHEDULE

PLEASE NOTE

1. All bids must be submitted on the official forms supplied by the municipality. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
2. The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
4. In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
5. The quantities indicated below are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
6. Bidders who fail to complete the required pricing schedule will be regarded as having submitted a non-responsive bid.
7. Travel costs shall be reimbursed, where specifically authorised by the Municipality, at the prevailing SARS-approved kilometer rate applicable at the time of travel.
8. Accommodation and subsistence costs, where approved in advance by the Municipality, shall comply with applicable municipal cost-containment measures, policies, and National Treasury regulations
9. The Total amount of the RFQ is below R300 000.00 and only one service provider will be appointed upon the approval of the purchase order by the Municipality.

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

I / We _____

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

of the firm _____

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

DESCRIPTION	**QTY**	**PRICE**
Jungle Gym	1	
Heavy Duty Swings	1	
Heavy Duty See-Saw	1	
Monkey Bars	1	
Round-a-Bout / Merry Go-Round	1	
	SUB TOTAL	
	VAT @15%	
	TOTAL	
Completion period after official order: _____ (days/weeks/months)		

Name ..... Position .....

Signed ..... Date .....

Tenderer ....

DAYWORK SCHEDULE

C2.2.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 37.2 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

C2.2.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. Extra allowance applicable on labour costs listed below, is stated in the Contract Data and must not be included in this list.

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

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

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Ganger	hour	
Foreman/Section leader	hour	

C2.2.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

CAPE AGULHAS MUNICIPALITY

SUPPLY, DELIVERY & INSTALLATION OF OUTDOOR PLAYGROUND EQUIPMENT IN WARD 4 (PROTEM)

CONTRACT NO. Q32/2026/27

PART C3: SCOPE OF WORKS

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.1: DESCRIPTION OF THE WORKS

Introduction:

The Municipality invites suitably qualified and experienced service providers to submit bids for the supply, delivery and installation of outdoor playground equipment at Ward 4 Protem. The objective of this project is to provide safe, durable and inclusive recreational infrastructure that promotes physical activity, social interaction and community well-being, particularly among children and youth.

The successful bidder will be required to supply all materials, equipment, labour, transport and associated services necessary for the complete installation and commissioning of the playground equipment in accordance with the specifications, applicable safety standards and manufacturer requirements. All equipment shall be new, of high quality and suitable for outdoor public use.

1. JUNGLE GYM



SPECIFICATIONS:

32mm diameter Round tube steel, SIZE: 1.8 x 1.8 x 0.6 square cubes, Steel Galvanized and painted. Platform: made with 348 mesh wire deck, Fiberglass Slide made with 2 layers of fiber mat, Colour: Any bright colour, Red, Green, Yellow or Blue. Size of the Slide: 2.4 or 3m long.

2. HEAVY DUTY SWINGS



SPECIFICATIONS:

76mm diameter Round tube steel, A-Frame legs welded together, Rubber swing seats joined with 6mm chain, Steel Galvanized and painted.

3. HEAVY DUTY SEE-SAW



SPECIFICATIONS:

76mm diameter Round tube steel, Size: 3 meter long, seats made with 348 mesh wire, legs and handle made with 32mm Round tube, Steel Galvanized and painted.

- 2 seater See-Saw
- Tyre bumper under seats
- Fitted on the ground.

4. MONKEY BARS



SPECIFICATIONS:

50mm diameter round pipe legs, crossing railings are made with 25mm diameter pipe and welded, 6mm Chain joining 1 Trapeze Bar and 2 Monkey Rings. Monkey Bar Combo

- Monkey Bar Combo
- Trapeze Bar
- 2 x Monkey rings
- Painted in primary bright colours

5. ROUND-A-BOUT / MERRT GO-ROUND



SPECIFICATIONS:

Made with Steel base plate, handles are made with 25mm diameter pipe and shall be welded to the base plate, center pipe is 114 mm diameter pipe, bearings and shaft fitted, Steel Galvanized and painted 1.8 to 2m Diameter

- 1.8 to 2m Diameter
- Handles at 700mm high
- Painted in primary bright colours

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

C3.2: ENGINEERING

C3.2.1 DRAWINGS

PSP CONSULT
STRUCTURES | FUEL | FIRE | CIVIL
Diemersfontein Wine & Country Estate
Wellington
Tel: 021-020 1634
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TYPICAL DETAIL	REV: 00	DWG NO.: 240210-ST600
PROJECT TITLE: CAPE AGULHAS MUNICIPALITY - PLAYGROUND COLUMN BASES		**DATE ISSUED:** 2024-02-12
		ISSUED BY: T. PORTWIG
DRAWING TITLE: TYPICAL DETAIL OF CONCRETE BASES FOR STEEL COLUMNS		**REFERENCE:** N/A

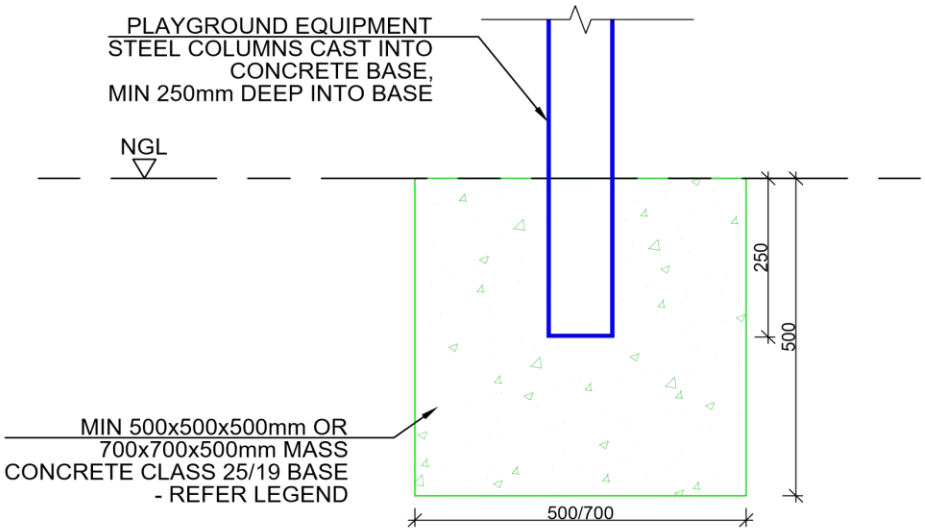
TENDER

2. CONCRETE :

A. ALL BEAMS MAY ONLY BE CAST ONCE THE MASONRY WORK DIRECTLY BELOW IS COMPLETED.
B. CONCRETE MIX:
- CLASS 25/19 CONCRETE WITH COMPRESSIVE STRENGTHS AS FOLLOWS:
  a. 7 DAYS - 18MPa.
  b. 28 DAYS - 25MPa.
- MAXIMUM SLUMP: 75mm.
- ALL MASS CONCRETE AS APPROVED BY ENGINEER.

C. CASTING OF CONCRETE MUST TAKE PLACE WITHIN 15 MINUTES FROM MIXING AND MUST BE TRANSPORTED AND COMPACTED IN SUCH A MANNER AS TO PREVENT SEGREGATION OF THE MATERIALS. ALL CONCRETE TO BE VIBRATED.
D. ALL EXPOSED SURFACES OF CONCRETE MUST BE KEPT WET FOR 7 DAYS AFTER CASTING.
E. CONCRETE MUST BE CAST UNINTERRUPTEDLY UP TO EXPANSION JOINT OR CONSTRUCTION JOINT AS INDICATED BY ENGINEER ON SITE OR ON DRAWINGS.
F. APPARATUS FOR THE SLUMP TEST MUST BE AVAILABLE ON SITE TO THE ENGINEER AT ALL TIMES.
G. MIXING OF CONCRETE IN AN ELECTRIC MIXER MUST TAKE PLACE FOR A MINIMUM DURATION OF 2 MINUTES.
H. NO OPENINGS OF ANY KIND MAY BE ALLOWED OR CREATED IN THE CONCRETE WITHOUT THE PERMISSION OF THE ENGINEER.
J. TEST CUBES (THREE PER MIX BATCH) MUST BE DONE BY THE CONTRACTOR ACCORDING TO THE RELEVANT SANS CODE OF PRACTICE.
K. SLUMP TEST CONE TO BE FILLED IN FOUR LAYERS. EACH LAYER IS TO BE COMPACTED BY PROBING IT 25 TIMES WITH A 16mm ROUND BAR, 600mm LONG, WITH A ROUNDED END. CONE IS TO BE REMOVED CAREFULLY AND PLACED NEXT TO THE CONCRETE. THE SLUMP IS GIVEN BY THE DIFFERENCE IN HEIGHT BETWEEN THE CONE AND THE CONCRETE.

NOTE:
ALL TYPICAL BASES CLOSER THAN 300mm FROM EACH OTHER SHOULD BE COMBINED INTO ONE LARGER BASE



TYPICAL DETAIL: CONCRETE BASE FOR STEEL COLUMNS

SCALE 1:10



LEGEND:
500x500x500mm CONCRETE BASE FOR:
- JUNGLE GYM
- HEAVY DUTY SWINGS
- HEAVY DUTY SEE-SAW
- MONKEY BARS

700x700x500mm CONCRETE BASE FOR:
- ROUND-A-BOUT / MERRY GO-ROUND

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

Schedule 1H in the Returnable Documents section has to be completed by all tenderers. All proof has to be handed in together with the completed tender.

Tenderers who do not include proof will redeem **no points** for that section.

C3.4: CONSTRUCTION

C3.4.1.1 PART A: STANDARD SPECIFICATIONS

C3.4.1.2 PART B: PROJECT SPECIFICATIONS REFERING TO THE STANDARD SPECIFICATIONS (WORKS SPECIFICATIONS

REFER TO BOQ.

C3.4.1.1 PART A: STANDARD SPECIFICATIONS

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

Applicable national and international standards

a) For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

Latest SANS 1200

All work carried out, as well as equipment supplied, must fully meet and be in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations (2014) issued in terms of Section 43 of the Act.

In addition, the latest revisions of the following statutory regulations, laws and obligations as pertaining specifically to any and all electrical work applicable to this specific project are applicable:

- The regulations of the local Supply Authority
- The regulations of the Client, being either Governmental, Municipal, Parastatal or Private
- Local fire regulations

All references to “SABS” specifications shall be read as “SANS” in light of the recent changes by the South African Bureau of Standards. Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable.

a) In the event of discrepancy between any of the specifications, regulations and codes of practice, the SANS 10142-1 Code of Practice for Wiring of Premises shall take precedence.

b) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

c) The variations and additions to the specifications listed in C3.4.1.1 are as shown in PART B C3.4.1.2

C3.4.1.2 PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

Amendments to the standard specifications are included in this Part B: Project Specifications.

(i) The project specifications form an integral part of the contract documents and supplement the standard specifications.

(ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.

(iii) The standard specifications, which form part of this contract, may cover items not applicable to this particular contract and should be clarified with the Engineer if discrepancies are obvious.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

Followed by the variations and additions to the standard specifications listed in C3.4